The Solicitors' Journal

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SOLICITORS' JOURNAL

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CURRENT TOPICS

The Future of Bench and Bar

THE Criminal Justice Administration Bill with its proposal to appoint five more High Court judges has inspired speculation in *The Times* and elsewhere about the adequacy of the future supply. The problem is not immediate: there is still genuine rejoicing, not entirely altruistic, in chambers one of whose members becomes a judge. We are impressed by the high quality of many young barristers but the question is whether there are enough if we look, as we must, twenty or thirty years ahead. We are encouraged by the letter in *The Times* from Mr. GEOFFREY LAWRENCE, Q.C., who repeats previous assurances that something is being done, but we should be happier to be told exactly what it is. We have no doubt that practice at the Bar is the best preparation for the Bench and it is the duty of the whole legal profession, solicitors and teachers as well as barristers, to ensure that all who are likely to make good judges have the opportunity to practise as barristers without the artificial barriers which now stand in their way. There should be a closer relationship between the two branches of the profession so that it would be easier to transfer from one to the other; this would enable aspiring barristers without either private means or the ability to live without eating to start as solicitors and thus get useful experience as well as fill some of the yawning gaps in our offices. Professors with judicial ambitions (and there are many) ought to be able to desert their chairs for periods of practice at the P.r without forfeiting either seniority or pension rights and thus help to bridge the tragic gap which now separates the practical from the academic lawyer. The county court Bench should cease to be the terminus which it now is for all but a favoured few and become accepted more generally as an intermediate station. These are a few only of the ways in which we can ensure the future strength of the judiciary. We hope that the Bar Council and the Council of The Law Society will not keep us all in suspense much longer.

No Rebate for Non-Unionists?

COYLY tucked away on p. 682 of the November issue of the *Law Society's Gazette* is the news that the fee payable on the registration with The Law Society of articles of clerkship will be increased on 1st January, 1962, from £3 to £20. The Council do not say what are the reasons which have led to this large increase but some compensations are offered. The fee will include the production of any new or further articles without the payment of any further fee and the articled clerk will also be supplied with a set of specimen examination papers for the Society's examinations, and in

CONTENTS

due course, so optimistic are the Council, with a duly prepared and engrossed form of admission parchment. This is not all; the submission of articles of clerkship to the Society for registration will be "deemed" to constitute an application for election as an associate member so that the fee includes not only subscription as an associate member but also membership of the Society for a period from admission until the end of the calendar year next after that during which admission takes place. Membership of The Law Society is not compulsory and the Council do not say what rebate will be offered to those who wrongly prefer not to join. We regret this large increase. Many years ago, just after the 1939–45 war, solicitor-M.P.'s were instrumental in sweeping away a series of stamp duties which they considered were unfair to solicitors and articled clerks. We think that the Council ought to have explained why the cost of registering articles has risen so steeply.

Variation of Trusts

A MONTH ago we drew attention to two cases which established that a special case would have to be made out to induce the court to widen the investment powers of a trust beyond those granted by the Trustee Investments Act, 1961 (see p. 871). Since then another case has illustrated this principle. This is *Re Porritt's Will Trusts*, which we reported at p. 931, where the court refused to grant the trustees the extension of wider investment powers which they sought. A feature of this case not mentioned in the report was that an unopposed application was made by the trustees for costs. PENNYCUICK, J., authorised the costs of the summons to come out of the estate because the summons was taken out at a date "when in the ordinary course of events it would probably have succeeded." We understand that the summons was taken out by the trustees on 20th June, 1961. The Trustee Investments Act, 1961, received the Royal Assent on 3rd August, 1961.

Insurance: *Uberrima Fides*

EVERY contract of insurance involves *uberrima fides* and thus requires full disclosure of every material fact known to the assured. However, it seems that "the rule imposing an obligation to disclose upon the intending assured does not rest upon a general principle of common law, but arises out of an implied condition, contained in the contract itself, precedent to the liability of the underwriter to pay" (per Hamilton, J., in *Pickersgill* v. *London and Provincial Marine Insurance Co.* [1912] 3 K.B. 614). Whatever may be the foundation of this doctrine, it is clear that there is an obligation upon motorists to disclose to their insurers every material fact and, if they fail to do so, the insurers may avoid the contract. For example, in *Broad* v. *Waland and Others* (1942), 73 LL. L. Rep. 263, it was held that underwriters were entitled to avoid a contract of motor insurance on the ground that a person of 19½ years of age had stated in the proposal form that he was twenty-one. Atkinson, J., said that it was "a perfectly clear case of a cover note being obtained by non-disclosure or by a misrepresentation of fact which was false in a material particular, and false to the knowledge of the person making it." In an article published on 7th November, the motoring correspondent of *The Times* drew attention to the fact that any modification made to an engine should be made known to the motorist's insurers. It is, as he says, a common practice to "hot-up" engines and, strictly speaking, in such circumstances the policy could be held to be void and the insurers might decide to claim the recovery of any money paid to a third party. The point is now dealt with by the Road Traffic Act, 1960, s. 207 (3) of which provides that no sum is payable by an insurer if he obtains a declaration that he is entitled to avoid the policy "on the ground that it was obtained by the non-disclosure of a material fact." In this context, "material" means "of such a nature as to influence the judgment of a prudent insurer in determining whether he will take the risk and, if so, at what premium and on what conditions" (ibid., s. 207 (5) (*b*)). We agree that the fact that an engine has been "hotted-up" would be "material" in this sense.

Land Registry Report

THE Chief Land Registrar's "Report to the Lord Chancellor on H.M. Land Registry for the Financial Year 1960–61" (H.M.S.O., 1s.) shows, with one exception, a decline in the average time, *expressed in working days*, for completing various classes of registration. First registrations in the compulsory areas took 27·2 working days (34·6 in 1959), and dealings in those areas (excluding official searches and office copies) required 28·0 working days as against 35·3 in 1959. The time needed for first registrations in the non-compulsory areas increased from 45·5 working days in 1959 to 46·0 such days in 1960, whereas in the same period the average time taken on dealings there fell from 35·7 to 30·3 working days. The report explains that there was a substantial increase in the number of voluntary first registrations (from 6,163 in 1959 to 9,050 in 1960, as against a fall in compulsory first registrations from 67,914 to 58,093 in the same period), with the inevitable selection against the registry of such registrations, together with the administrative difficulties caused by absence of advance knowledge of likely numbers and geographical location. The present value of property on the register is estimated to be over £4,500m.

Not So Affluent Americans?

MOST of us who visited the United States last year came back with the impression that American lawyers as a whole are wealthy, although we were repeatedly warned that we tended to meet only the successful. The October issue of the *American Bar Association Journal* has an article by Mr. ARNOLD SCHLOSSBERG, of the West Virginia Bar, in which he discusses Publication No. 438 of the United States Treasury, setting forth figures for the 1957 incomes of all practising lawyers. There are no comparable figures in this country, although some were made available to the Pilkington Committee. The American figures show that about 7 per cent. of all lawyers in individual practice actually lost money and that, of those who had any net profit before income taxes, 53·75 per cent. had net incomes before taxes of less than $5,000. At the current rate of exchange, without making any allowance for differences in the cost of living, this works out at under £1,800 a year. Mr. Schlossberg goes on to deduce from the figures that one-third of all partners made very little more than $5,000 in 1957. This produces a different image from the three-car, swimming pool, three months' vacation hallucination from which some of us suffered.

THE HOUSING ACT, 1961

THE Housing Act, 1961, which comes into force on 24th November, 1961 (see s. 36 (3)), deals with five subjects of varying degrees of importance :—

(*a*) new scales of exchequer subsidies for local authorities ; (*b*) substantial increases in the powers of local authorities to deal with houses in " multiple occupation," in a series of highly complicated and interlocking sections ; (*c*) a few minor detailed amendments to the existing law of slum clearance ; (*d*) amendments to the law relating to grants for improvements to privately-owned houses ; and (*e*) a quite drastic and sweeping interference with the law of landlord and tenant concerning dwelling-houses.

Exchequer subsidies

From the 1930s until 1956 exchequer subsidies of varying amounts were paid to every local authority in respect of every house provided under the Housing Acts. Then, in 1956, the subsidy for a house built for " general needs "—the ordinary case—was reduced to the nominal sum of 1s. and substantial subsidies were paid only for houses provided for the accommodation of persons displaced as a consequence of the making of a demolition or closing order or other formal slum clearance action or for town development—also a lesser subsidy was paid in respect of the provision of a one-bedroomed dwelling, in order to encourage the provision of flatlets for elderly people. This policy of encouraging only special types of housing enterprise has now been partially abandoned and the new Act authorises the payment of exchequer subsidies in respect of all kinds of houses, built for any purpose, with the very important proviso that before any subsidy can be paid each local authority concerned must qualify for a subsidy. This means that if the housing authority's resources from rents and other income do not exceed the total expenditure debited to the housing revenue account in any one year (subject to a prescribed minimum income), the authority will draw a subsidy of £24 a year for sixty years in respect of each house provided, or in an exceptional case, where the authority's resources are particularly small, a subsidy in excess of that sum but in no case more than £40 per annum. Where, however, the expenditure debited to the housing revenue account does not exceed the prescribed income, the subsidy will be only £8 per annum per house for sixty years. These subsidies will be paid quite regardless of the purpose for which the houses to which they relate are being built. Apart from this, however, special subsidies will still be paid (see s. 3) in respect of houses built by local authorities or development corporations in the new towns for the relief of " overspill " from the great cities ; these will amount to £28 a year for sixty years. A similar special subsidy will also be payable (at the rate of £24 per annum for sixty years) in respect of dwellings provided by local authorities to meet the urgent needs of industry and in respect of dwellings provided by housing associations. The basic subsidies above provided for may in any case be increased in the event of flats being erected in blocks of four or more storeys, or in cases of exceptionally expensive sites, precautions against mining subsidence, or buildings erected in special materials (ss. 5 and 6).

Section 7 empowers the Minister to lend money to housing associations to enable them to provide housing accommodation for letting purposes.

These new provisions may have the effect of diverting the energies of some housing authorities away from slum clearance, for there is no longer the " carrot " of special subsidies provided for this specific purpose. On the other hand, now that private enterprise building is being undertaken on a large scale, most local authorities may well question the wisdom, on a long-term view, of building houses for " general needs " and revert to the original social purpose of housing authorities, namely, to improve the general level of accommodation. Special encouragement is rightly reserved for " overspill " schemes ; it is perhaps a pity that the former encouragement for old people's flats has been removed as these were rarely an economic proposition, and are not the kind of development often undertaken by a private builder. Many local authorities will find it necessary to overhaul their rents structure as a consequence of the Act, as artificially low rents which do not produce a sum equivalent to at least twice the gross value of all an authority's houses will result in a failure to qualify for the higher rate of subsidy. This is, of course, the justification from the Government's point of view for the introduction of this " means test," so as to force up local authority rents to a level comparable with that fixed for houses subject to the Rent Acts by the Rent Act, 1957.

Houses in multiple occupation

This expression was considerably used in the course of the discussions while the Bill was going through Parliament, and it appears as a side note to the fascisculus of ss. 12–23 (inclusive) ; however, the expression is not used at all in the substantive provisions of the Act, nor is it anywhere defined. In the sections themselves the expression used is " house which, or a part of which, is let in lodgings or which is occupied by members of more than one family " (see, e.g., s. 12 (1)), and some of the special powers given by these sections apply also to certain buildings that are not " houses " (a term which is to be understood as defined, somewhat inadequately, in s. 189 of the Housing Act, 1957 : see s. 28 (2)) but comprise separate dwellings : see s. 21. The provisions dealing with this subject may be summarised as follows :—

(i) The Minister of Housing and Local Government is empowered to make regulations to ensure that proper standards of management are observed in respect of houses in multiple occupation, particular matters being specified in respect of which the regulations (to be known as a " management code ") may make provision. These regulations when made will not, however, be of universal application, but they may be brought into force in respect of an individual house or building in multiple occupation which is considered to be in an " unsatisfactory state," by order made by the local authority under s. 12. Any such order must be preceded by a twenty-one-day notice served on the owner and any lessee of the house, and any such person may make representations to the local authority regarding the proposal to make the order (s. 12 (2)) ; the Act does not, however, provide that the authority are to take any notice of such representations nor, much less, afford the person making them any opportunity of being heard (cf. the procedure on the making of a demolition order under s. 16 of the 1957 Act). Once the order has been made, any owner or lessee may appeal to the local magistrates, who may quash the order on the ground that it was unnecessary, although this would not prejudice the making of a further order subsequently. Any such order must be registered in the local land charges register, and it may be revoked at any time ; if it is not revoked on the application of a person interested, he may appeal to the local magistrates (s. 12 (6)).

When regulations have so been brought into effect in relation to a particular house or building a person who knowingly contravenes or fails to comply with any such regulation will be guilty of an offence (s. 13 (4)), and also the local authority are given power (s. 14 (1)) to serve a notice on the person "managing" the house (as defined in s. 13 (2)) specifying works which in their opinion are necessary to make good any neglect to comply with the regulations, and requiring him to execute those works. A right of appeal against such a notice lies to the local magistrates on certain specified grounds (s. 14 (5)), and the local authority have a right to carry out the specified work themselves if the notice is not complied with, and to recover their expenses thereby reasonably incurred from the person on whom the notice was served, or by a charge on the estate in the premises (see s. 18).

(ii) A notice requiring works to be executed so as to make a house or building in multiple occupation reasonably suitable for occupation, having regard to certain kinds of defects, may be served under s. 15 in any case, whether or not the management code has been applied to the particular house or building. Similar enforcement powers apply as in the last-mentioned case (s. 18), and there is again a right of appeal against a notice, except that in this case the appeal lies to the county court (s. 17).

(iii) Yet another kind of notice may be served, under s. 16, in this case so as to enable the local authority to require the provision on the premises of such means of escape from fire as they may consider necessary; again, there are enforcement powers (s. 18) and a right of appeal to the county court (s. 17).

(iv) In any case where the local authority may serve a notice under s. 15 (para. (ii), above) they may fix, as a limit for the house, what is in their opinion the highest number of individuals who should live in the house in its existing condition, and give a "direction" (s. 19) accordingly. There is no right of appeal against such a direction, but seven days prior notice must be given of the intention to make such a direction and the local authority must afford any person on whom the notice is served an opportunity of making representations on the proposal. If works are executed in the house or there is "any other change of circumstances," a person interested may apply for the direction to be revoked or varied; if such an application is refused, the person interested may appeal to the county court. Any wilful failure to comply with the terms of a direction (see s. 19 (2)) will render the occupier of the house liable to prosecution (s. 19 (10)). This provision is clearly designed to prevent overcrowding in a house in multiple occupation, but it should be noted that proceedings may still be taken in these cases under s. 90 of the Housing Act, 1957 (and see s. 20 of the new Act applying to such cases).

(v) At any time before November, 1964, a local authority may submit a scheme for the confirmation of the Minister providing for the registration of houses and buildings in their area or any part of their area which are in multiple occupation. Any such scheme would also normally contain a requirement for all occupiers (or possibly other persons) to notify the local authority when a house or building first appears to be registrable. The making of a scheme, of course, has to be published in due form, but there is no provision for the existence of a scheme to be registered in the local land charges register, and it may, in a year or so's time, be advisable for the purchaser's solicitor where a house is used, or is intended to be used, for multiple occupation, to make inquiries of the local authority as to the existence or otherwise of a scheme in their area.

In connection generally with these provisions dealing with houses in multiple occupation practitioners should be conscious of their complexity. It has been possible to give only a brief summary here, and in practice it will be found essential to have recourse to the statute itself. Sometimes an appeal lies to the magistrates, sometimes to the county court, and at other times there may be no provision for an appeal. Sometimes one description of person or persons is entitled to be the recipient of a notice, sometimes another. Further, these sections must throughout be read within the context of the 1957 Act (see s. 28 (2)); this is particularly important, of course, in connection with such matters as the service of notices.

"Slum clearance" amendments

Section 24 contains a very useful provision, in that it empowers a local authority (with the confirmation of the Minister) to exclude from a clearance area any house which has become the subject of a clearance order (Housing Act, 1957, s. 44) but which has been or will be made fit for human habitation (as to the procedure for the making of such an exclusion order, see Sched. III). In s. 25, it is provided that in future proposals for the reconditioning of a house that is the subject of an operative demolition order may be submitted to the local authority under s. 24 of the 1957 Act by a prospective purchaser or any person who is (or will be) in a position to carry his propsoals into effect as well as by the present owner. Section 26 gives the local authority a power to substitute a closing order for an operative demolition order in any case where a person interested in the house submits proposals for a use of the house other than for human habitation. Section 27 withdraws the restriction in s. 38 (2) of the 1957 Act on appeals from the Court of Appeal to the House of Lords in Housing Act cases, and also makes three other minor amendments to the 1957 Act in points of detail.

Improvement grants

The major alteration in the existing law under this heading is the provision enabling the permitted increase in the controlled rent of a dwelling under the Rent Acts in respect of which an improvement has been carried out (whether with or without the assistance of a local authority grant) to be not a mere 8 per cent. as heretofore, but 12½ per cent. per annum of the amount incurred (see s. 29).

Section 30 makes detailed amendments to s. 4 (1) of the House Purchase and Housing Act, 1959, which made provision for the payment of standard grants (which should be distinguished from the "discretionary" improvement grants of the Housing (Financial Provisions) Act, 1958). Section 31 makes it easier for a local authority to make a discretionary improvement grant in favour of charitable trustees.

Landlord and tenant

The principle that a landlord of a small dwelling-house is bound by a statutory condition to the effect that the house shall be fit for human habitation has for long been a special footnote, as it were, to the law of landlord and tenant, to be found at present in s. 6 of the Housing Act, 1957. Sections 32 and 33 take this idea much further; so far indeed that their effect will have to be taken into consideration in most tenancy agreements of residential premises. The sections apply (and contracting-out is prohibited, except on an order made by the county court: s. 33 (6)–(8)) to any lease (or agreement for a lease or tenancy: s. 32 (5)) of a dwelling-house, including a lease of part of a building let wholly or

mainly as a private dwelling (ibid.), granted after 24th October, 1961 (except in some cases of certain renewals: see s. 33 (3)) for a term of less than seven years, regardless of the rateable value of the premises let. Where the sections apply, there is to be implied into the lease a covenant by the lessor to keep in repair the structure and exterior of the dwelling-house, including the drains, gutters and external pipes, and also to keep in repair and "working order" the installations in the dwelling-house for the supply of water, gas and electricity and for sanitation, including basins, sinks, baths and sanitary conveniences (but not gas or electricity fittings or appliances), and also for space heating or heating water. This is a drastic provision from the lessor's point of view, and a very considerable statutory interference with the traditional freedom of contract as between landlord and tenant, but it is modified somewhat by the provision that the lessor shall not be required thereby to carry out any works or repairs for which the tenant is liable by virtue of his duty at common law to use the premises in a tenant-like manner, to rebuild or reinstate the premises in case of destruction or damage by fire, tempest, etc., or to keep in repair or maintain any tenants' fixtures. Further, in considering the standard of repair which the implied covenant will impose on the landlord, regard must be had to the age, character and prospective life of the dwelling-house, and the locality in which it is situated (s. 32 (3)).

Conclusion

Section 34—somewhat of an "odd fish" in a housing statute—is concerned with administrative details of town development under the Town Development Act, 1952. The closing sections (35 and 36) deal with financial matters, the coming into effect of the Act, and repeals (see also Sched. IV). Housing law is unfortunately one of those subjects that never remain static; we have now had three essays by the Legislature at amendments to the consolidating measures of 1957 and 1958, and no doubt there will be more to come.

J. F. GARNER.

EXEMPTING SERVANTS: CAN IT BE DONE?

FOR very many years contracting parties in a position to impose their own terms have been insisting upon exemption clauses to relieve them of liability either for breaches of contract or for tortious acts committed in the course of performing the contract. For just as long litigants and courts have been devising ways of minimising the effects of these clauses. The decision in *Adler* v. *Dickson* [1955] 1 Q.B. 158, constitutes one of their victories. It will be remembered that a shipping company exempted itself by a condition on a passenger's ticket from liability for personal injury to the passenger even though caused by the negligence of its servants. The plaintiff was injured by the alleged negligence of the ship's captain and boatswain in fixing the gangway, and sued them rather than their employers. On a preliminary point of law, the Court of Appeal (all of whose members were subsequently elevated) decided that the contract, in the terms in which it was drawn, did not exempt the servants from liability. For employers this was a serious decision, for responsible masters would stand behind their servants—as the shipping company stated that they would do—and companies, who cannot but act through servants or agents, consequently became fully liable again for torts. Many will go with Denning, L.J., in saying, "If a way round has been found it would not shock me in the least" (at p. 180). However, it must be remembered that all turned on the wording of the particular clause concerned, which, significantly, did not purport to confer any exemption from liability on the servants but only to relieve the company from liability for their acts.

Device examined

It is proposed to examine one attempt to repair this breach in the defences of the exempters which it is thought has not been tested by litigation, the exemption clause contained in the conditions of issue of railway platform tickets (British Railways Book of Regulations, reg. 8). The relevant provisions fall into two parts, first the scope of the exemption:—

> "The [British Transport] Commission and any other body of persons aforesaid [whose premises are entered] their respective servants and agents shall not be liable for personal injury (whether fatal or otherwise), loss, damage or delay to or detention of the holder or his property by whomsoever or howsoever caused, whether or not by the neglect or default of the Commission, and their servants or agents."

Accustomed though one may be to wide clauses this one causes some surprise by apparently including false imprisonment within its scope, and it is in sharp contrast to the provisions relating to train passengers, where conditions limiting liability for personal injury or death are void: British Transport Commission (Passenger) Charges Scheme, 1959, cl. 32. Of more particular interest here is the paragraph which follows:—

> "The Commission in making this condition do so for themselves and for and on behalf of each and every one of their servants or agents and the acceptance of the ticket by the person shall be conclusive evidence of his agreement that in the event of any injury (fatal or otherwise), loss, damage, or delay suffered by the person by reason of the negligence or default of any such servant or agent, the exemption of liability afforded to the Commission by this condition shall extend to such servant or agent."

There are discernible here distinct echos of *Adler's* case, and in particular of the indications given in the judgments of the ways of remedying the deficiencies in the exemption clause there in question. Jenkins, L.J., pointed out, at p. 186, that even had the clause purported to exempt the servants they might not have been able to rely on it, "for the company's servants are not parties to the contract." Similarly, Morris, L.J., stated, at p. 198, that a servant seeking protection "must show that he has made, or can claim to be a party to, a contract . . . by which he is given immunity." So the Commission purports to contract as agent for its servants and agents, to make them parties to the contract. Denning, L.J., at p. 184, added another element:—

> "When such a stipulation is made, it is effective to protect those who render services under the contract, although they were not parties to it, subject to this important qualification: the injured party must assent to the exemption of those persons."

Accordingly provision is made to prevent the ticket holder from denying that he consented to the extension of the exemption. Both views of the law are neatly covered.

The two-sided nature of such a contract was emphasised by Pilcher, J., in the court below :—

> "If a servant is to be contractually protected . . . it would seem to me that this fact should be brought home to members of the public with whom he is deemed so to contract" (p. 172).

In passing, one may observe that in the light of that comment it seems curious that the particular paragraph of the platform ticket conditions extending the exemption to the servants and agents is omitted from the booklet of extracts from the regulations given free to members of the public on demand. The full regulations are of course available to the persistent.

Comment on condition

On the face of it there seems little doubt that the condition quoted has met the objections based on the rules of privity of contract: any servant who may be sued is a party to the contract. The possible exception is the servant starting work after the ticket was bought, but the loophole is small because platform tickets are only available for use for a short time after their issue. The related but distinct question of whether the servant has given sufficient consideration to entitle him to rely on the contract remains. Cheshire and Fifoot in considering a hypothetical case in a discussion of *Adler's* case state positively that the servants are not protected because they would have broken the rule that consideration must move from the promisee ("The Law of Contract," 5th ed., p. 113). With the greatest respect, it is doubted whether on the authorities the answer is so clear cut.

Three decisions may be cited. While normally considered in discussions of the doctrine of privity of contract, they are also examples of the third party providing no greater consideration than does a servant performing his master's contract taking the benefit of a contractual term. In *Elder, Dempster & Co.* v. *Patterson, Zochonis & Co.* [1924] A.C. 522, shipowners were given the benefit of an exemption clause in a bill of lading evidencing the contract between the charterers and the cargo owners. In *Pyrene Co., Ltd.* v. *Scindia Navigation Co., Ltd.* [1954] 2 Q.B. 402, shipowners successfully limited their liability in a claim by the sellers of goods in accordance with terms incorporated in the bill of lading made between them and the buyers. In *Hall* v. *North Eastern Railway Co.* (1875), L.R. 10 Q.B. 437, a railway passenger contracted with the North British Railway Company to travel at his own risk. He was injured at a point on his journey where he had left that company's system and was travelling on the defendants'. Although it was admitted that the only contract was with the North British, and that the North Eastern's servants' negligence had caused the injury, the defendants were held protected by the condition of the issue of the plaintiff's ticket. In none of these cases was the question of the consideration moving from the promisee mentioned, but it is submitted that they form clear exceptions to the rule.

On the other hand the case of *Cosgrove* v. *Horsfall* (1946), 62 T.L.R. 140, must be considered. There a bus worker injured while travelling on a free pass, issued on "own risk" conditions, sued the driver for negligence. The conditions of issue of the pass exempted from liability the Board *and its servants*, but the driver was held unprotected. Clearly this case is at variance with the decisions previously quoted, but the *Elder Dempster* case was not cited to the court, and further it was not established in evidence that the defendant driver was employed by the Board when the pass was issued, and could therefore have been a possible party to the contract.

Despite much attack and erosion the doctrine of privity of contract seems to be still with us: elaborate explanations were given in the cases quoted to show how the decisions could be reconciled with the doctrine, and the majority in the Court of Appeal in *Adler's* case assumed that servants would have to be made parties to be protected. Nevertheless, the courts have shown a marked disinclination to permit the indiscriminate opening of the exemption clause umbrella, and all the judgments seem to contemplate that only servants concerned in the performance of the contract would be protected. Denning, L.J., who had denied the existence of the privity rule, so limited a contract's effectiveness. This seems to be the modern version of the rule that the promisee must give consideration.

Exemption of all servants

How then would the courts view a condition purporting to exempt *all* servants in cases—such as the contractual licence granted by a platform ticket—where servants might injure the contracting party in the course of their employment, although having no part in the performance of that contract?

The previous decisions have been on contracts of carriage. A fresh line of authority might be started by distinguishing as to the type of contract, but it is to be hoped that this would be avoided as there seems to be no legal distinction. A possible approach would be to say that the clause protects such servants as the law will allow. This is to imply an addition to the contract, which can rarely be done; looked at in another way, it provides for severance of the unenforceable part of the clause, a practice which has caused much trouble in other fields of the law of contract.

The other possibility is that the whole clause will be unenforceable. Morris, L.J., in *Adler's* case contemplated an exemption clause that might be contrary to public policy and so void, but he was rather more concerned with cases such as the purported exemption from the consequences of criminal acts. Denning, L.J., in *John Lee & Son (Grantham), Ltd.* v. *Railway Executive* [1949] 2 All E.R. 581, suggested that the courts might not enforce clauses so wide as to abuse the freedom of contract. Although what is abuse is too much a matter of opinion to provide the certainty in the law that is desirable in commercial matters, in the absence of guidance from authority, it is suggested with respect that this approach offers the best hope of keeping the conditions within reasonable bounds.

Finally, one may speculate whether an employer who imposed such a condition in contracts with customers would find himself with a legal rather than only a moral obligation to indemnify his servants, who accepted their jobs in the happy knowledge of their immunity, if it should later be held that the clause failed to protect them.

T. M. A.

Wills and Bequests

Mr. THOMAS WILFRED HOPKINS, solicitor, of Leeds, left £8,614 net.

Mr. WILLIAM HENRY KINGSWELL, solicitor, of Wakefield, left £36,561 net.

Mr. HENRY HOLMES LAMBERT, solicitor, of Hull, left £36,733 net.

Mr. GEORGE MELVIN, solicitor, and town clerk of Bridlington from 1921–46, left £42,873 net.

Mr. KENNETH RUFFE THOMAS, solicitor, of Maidenhead, left £61,224 net.

Sir BERNARD SWANWICK WRIGHT, solicitor, of Nottingham, left £192,002 net.

Oversea Influence of English Law

HONG KONG

By GARETH H. H. GOLBY, LL.B., Solicitor

[*Mr. Golby is in practice as a solicitor in Hong Kong*]

HONG KONG is a British Crown Colony ceded from China in 1842. Kowloon Peninsula was added in 1860 and the size of the colony was later increased by the leasing of the New Territories by China to Great Britain for ninety-nine years in 1898. By the Supreme Court Ordinance, ch. 4 of the Laws of Hong Kong, s. 5, it is enacted that such of the laws of England as were in force on 5th April, 1843, should be in force in the Colony except so far as such laws are inapplicable to the local circumstances of the Colony or of its inhabitants, and except so far as they had been modified by laws passed by the Legislature of the Colony. The result of this is that when considering what the law is in relation to any particular problem one has to bear the following in mind :—

(*a*) The law is the same as English law as it was prior to 6th April, 1843, unless a local ordinance has been passed since that date altering the law, e.g., we do not have the equivalent of the Law of Property Act, 1925, so the old pre-1926 textbooks on land law and conveyancing are the ones to be consulted.

(*b*) If the law in England and Hong Kong has been changed by legislation since 1843 then one has to consider both the Acts and the ordinances to ascertain the extent to which they differ. This is in practice far less of a problem than it might at first appear because in the majority of cases the local ordinances are based almost word for word on the Acts, e.g., the Sale of Goods Ordinance, the Bills of Sale Ordinance and the Factors Ordinance, and where the legislation corresponds the English textbooks are an accurate guide to the local law.

(*c*) Chinese law and custom applies to persons of Chinese race where the old English law would be inapplicable and where there have been no ordinances covering the particular problem in hand. Generally speaking there is only scope for the application of Chinese law and custom to Chinese persons in the field of succession, marriage and divorce, and even in these fields there is a certain amount of local legislation which simplifies the problem to some extent, e.g., there is statutory authority for rendering wills made by Chinese persons valid even though the requirements as to witnessing and so forth prescribed by the Wills Act, 1837, have not been complied with provided that the same are valid according to Chinese law and custom, and a husband's liability for the maintenance of his wife and children is provided for by legislation.

(*d*) English case law is treated as binding authority in the Colony except of course to the extent that such case law is based on English law which is inapplicable here.

(*e*) Certain English Acts passed since 1843 contain provisions which make them applicable to Hong Kong, e.g., certain portions of the Merchant Shipping Acts.

Procedure

So far as procedure is concerned there is the local code of Civil Procedure and the Supreme Court (Admiralty Procedure Rules), which by and large follow the English rules, in many cases word for word, with the result that the White Book is almost as essential to a practitioner here as it is in England. This question of knowing whether or not the law of Hong Kong and the law of England are the same on any point is an important one because there are no textbooks on the law of Hong Kong as such, and whilst of course there are annual law reports of cases decided in the Supreme Court of Hong Kong and in the District Court, each of which is indexed at the back by reference to the subject matter, e.g., Landlord and Tenant, Sale of Goods, etc., these cases are limited in number, and one may well find that the problem with which one is concerned has not yet come before the courts in Hong Kong for a decision. If you know that the English legal principles apply you can use as your authority the appropriate English authority. Similarly with precedents, the English precedents are in everyday use in Hong Kong and only require to be amended in those cases where there is a divergence between the two legal systems, and so in any practitioner's office you will find the Red Precedents, Atkin, Bullen and Leake, together with all the usual English textbooks and the English law reports.

Land law

As regards land law there is no local equivalent of the Law of Property Act, 1925. Many of the individual sections of that Act have been incorporated into ordinances, but the scheme of the Act as a whole and the sweeping changes which were effected in land law and conveyancing have no application in Hong Kong. It is possible therefore to have tenants in common at law, and mortgages are created by assignment of the legal estate, rather than by the creation of a sub-lease, leaving only the equity of redemption vested in the mortgagor. In practice it is not really so confusing for the English solicitor who attempts to practise here and who is unfamiliar with the pre-1926 conveyancing procedure, because the only interests with which he has to deal are leasehold interests, the root of title being a Crown Lease, and the various transactions fall within a comparatively limited number of categories amply covered by precedent. Hong Kong is essentially a community of merchants and businessmen and no attempt is made to create anything approximating to the old type of strict settlement. In Hong Kong and Kowloon land is held under a Crown Lease with very few exceptions, e.g., the University of Hong Kong, which holds its land in fee simple by statutory authority, and apart from reducing considerably the number of estates and interests which can be created, this also simplifies matters by giving no scope for the operation of the Prescription Act, 1832, because the reversioner is the Crown, in respect of which the Act has no application.

There is no system of land registration comparable to the Land Registration Act, 1925. There is, however, a registry similar in its operation to the Yorkshire Deeds Registry. The purchaser is not affected by notice in respect of any unregistered deed or documents and priority ranks according to date of registration. A memorial of every registered document is filed and retained by the registry. The register is inspected by a personal search and, since the Colony is small and the Land Registry is situated in the central district, conveyancing procedure is probably simpler and more

expeditious than in England. In theory one difficulty arises from the fact that an equitable mortgage secured by deposit of title deeds only cannot be registered, since it is only a deed or document creating the charge which can be registered with the Land Registry, but in practice it is almost unheard of for a mortgage to be created in this manner, and in any event the rules relating to negligence in not requiring production of the title deeds are the same in Hong Kong as in England.

Admiralty Jurisdiction

Admiralty jurisdiction in Hong Kong is conferred by the Colonial Courts of Admiralty Act, 1890, under which the Supreme Court of Hong Kong can exercise the same Admiralty jurisdiction as was exercisable at that time by the High Court in England. Under s. 3 of that Act the jurisdiction of the colonial court cannot be increased by local legislation. One result of this is that the Hong Kong courts cannot enjoy the jurisdiction conferred under the Supreme Court of Judicature (Consolidation) Act, 1925, and therefore there is no jurisdiction *in rem* in respect of mortgages of ships, although there is jurisdiction in respect of mortgages as against any ship which is already under arrest, or the proceeds of sale of such a vessel, under the Admiralty Act, 1840.

No fusion

There is no fusion between the two branches of the legal profession in Hong Kong and barristers and solicitors practise separately as in England. It is perhaps arguable that the arguments in favour of fusion apply with greater force in Hong Kong than in England because, since the Colony is small and the number of practitioners limited, practice at the Bar must in almost every case be general and there is little scope for specialisation. Barristers and solicitors called or enrolled in England, Scotland or Northern Ireland are qualified for admission in Hong Kong without further examination. In addition, solicitors may qualify locally by being articled for five years to a Hong Kong solicitor, part of which may be served with a solicitor in England, and passing the Hong Kong final examination, which is in fact the same as the London Law Society's final examination. The term of articles may be reduced to three years by the possession of certain degrees or ten years' practical experience as a clerk on a basis somewhat similar to that in England. There is no equivalent of the English intermediate examination and it is anticipated that this will be introduced in the near future. A locally qualified solicitor with three years' qualified experience can be admitted in England without further examination.

From the above it will be seen that the law of Hong Kong is based on English common law. At any particular point of time there are differences between the two legal systems, mainly because Hong Kong legislation lags behind English legislation, but the two systems are, broadly speaking, developing along parallel lines.

"AFTER-SALES SERVICE" IN CONVEYANCING

ANYONE who has glanced through the self-glorifying communal commercial, "The Services of a Solicitor," will have looked in vain to find some reference to one service that a solicitor is apparently expected to give—and does give—free of charge to the ungrateful public. This is solicitors' "after-sales service."

Retailers of various manufactured products ranging from motor cars to sewing machines and television sets frequently proudly announce, as part of the allurements that they offer to the gullible public to induce them to purchase their wares, an "after-sales service," as if there were something commendable in their undertaking to perform their duty in putting right things that go wrong with such goods, which would not have been necessary if the goods had been all that they were puffed up to be in the first place.

Even that offer of after-sales service, however, always has a time limit on it. Not so the after-sales service that solicitors are called upon to provide for their clients, who would undoubtedly wax wroth if called upon to pay for the time-wasting and trouble that is caused by such requests. Perhaps this almost invariable feature of conveyancing matters can be given some consideration next time the Lord Chancellor comes to review conveyancing scale fees.

The writer is confining his article to the after-sales service required in conveyancing because, being no longer able to stand the strain of waking up in the middle of the night remembering that he has forgotten to file some affidavit or other, he has happily given up litigation, a step which has resulted in such a change of fortune in his practice that he is now enabled to purchase for his family many hitherto unenjoyed luxuries (such as food).

In any case, litigation does not seem to call for after-sales service: if you *win* the case there is nothing more to be done and you have probably lost your client anyway, because he knew all along that justice was on his side, and he cannot understand why it took you so long to get him judgment. If you *lose* the case the chances are you have lost a client as well, and if you manage to *settle* a case, your client is quite upset and does not come back because he is convinced that the fact that the other side compromised only shows either that they expected to lose anyway, or, more probably, that you had been bribed by them.

Criminal matters, too, do not seem to call for an after-sales service: the fact, which is exceedingly well known to juries and magistrates, that the police would not have prosecuted if the accused had not done it, means that your after-sales service is confined to a conscience-struck application for leave to appeal against sentence. On the rare occasions when an acquittal is secured it is usually confined to persuading the client not to sue anyone for malicious prosecution or false imprisonment.

When a conveyancing matter is concluded, clients' requests for after-sales service seems to fall into a number of main types:—

1. Completion statement

Despite the fact that you sent your client a completion statement before completion you are frequently asked for another copy, even as long as a year or eighteen months later, either because your client's accountant wants it, or because your client's wife phones you to say that a gentleman has just arrived from the local council and wants to take away all her furniture and is that all right? The writer has found that the best system for overcoming this nuisance is to do an extra copy which can be filed in a loose-leaf binder alphabetically, either under the name of the client or the name of the street. In this way one avoids the necessity of having

to go grubbing around amongst dusty files to find, amongst their crumpled and, by now, evil-smelling contents, the original draft.

It also gives an air of efficiency, because when Mr. Bloggs gets you on the phone you can turn up the copy while you are talking to him and say something to the effect: "Ah, yes! You completed on 25th April last. So far as I can remember, you paid £3,500 for your house and I think that the vendor allowed you 1s. 4d. against his liability for corn rent, but wait a minute while I get my file out and check."

2. Fences

"Which fences are mine?" or more frequently "The back fence has fallen down and my neighbour won't repair it; whose is it?" These are questions to which a client will expect an answer, even ten years or more after you have forgotten on what you spent the pittance you received after ploughing your way through thirty pages of abstract relating to his semi-detached villa somewhere in suburbia.

On the rare occasions when he does know the answer to this question, that is, when the vendor's solicitor has deigned to tell him something more than "Inspection will show" (which may be translated "How the devil should I know? Your guess is as good as mine"), the writer makes a point of specifically advising his client in a letter: this does not prevent the client from phoning up and asking him again, but at least it means that he can find the answer without the trouble of getting the deeds back from the mortgagees and plodding his way through the abstract again.

3. References

In 1954 you acted for Mr. John Smith* (a casual client) when he purchased a house for £2,850 with the assistance of a 90 per cent. advance from the local council. Ever since then, Mr. Smith has been nurturing the highest regard for you and looking for some way in which to express his gratitude. At last his opportunity arises and in due course you receive from Messrs. Harridges Super Emporium, Ltd., a curt, printed letter (it being easier to ask questions than to answer them) informing you that they are considering permitting Mr. and Mrs. Smith to open a credit account for some unspecified amount and demanding to know if you consider they are worthy of such honour. You are on the horns of a dilemma; on the one hand you wish to retain Mr. Smith's obvious goodwill for you since, after all, one day presumably he will wish to sell his house, and in the meantime, happily for you, might be injured in an accident or decide to divorce his wife. On the other hand you have no desire to risk being struck off simply because Mrs. Smith may be one of those unfortunate women suffering from that peculiar brand of kleptomania known as budget-accountitis.

The time and trouble you spend in composing a meaningless compromise is less than compensated for by the stamped, addressed envelope which the store usually has the decency to send you. One wonders what Mr. Smith or the store, which for some reason requires a solicitor's reference before it is prepared to sell him a washing machine on tick, would say if these pointless requests were answered truthfully: "All we know about Mr. Smith is that in 1954 he was able to find a sum of £142 10s. plus our own very meagre costs."

4. Neighbours

The squabbles that your peace-loving and docile clients can get into with their new neighbours are so many that they defy description and the writer cannot recommend any method of avoiding this type of nuisance, except emigration.

In the case of flats, of course, you have the typical client who, having spent the last forty years of his life in a superbly detached mansion, has just moved into a new flat, entirely unprepared for the (to him) cacophonous habits of his neighbours. Within two or three days he telephones you with tears in his eyes to say that his upstairs neighbours, when not huddled round their over-amplified T.V. set or not engaged in torturing their several children, seem to be locked in some all-night card game where the winner is apparently the person who can shout the loudest. His demeanour reproaches you for not having investigated the habits of his future neighbours whilst earning your munificent "half amount payable to the lessor's solicitor."

The only advice you can give him is that when the neighbours upstairs are noisy, he bangs on the ceiling with a broom. This, of course, does not cure matters, but when your litigation department settles down to its three-day hearing in the county court, it does make sure that there is a really *meaty* case to deal with.

The writer can also recall one instance of a client buying a suburban house with the common type of garage runway, owned half by each property with mutual rights of way. The car-less next-door neighbour, for some reason, objected to the writer's client leaving his car in the drive and, after many arguments, eventually put on his wall a notice, doubtless on the advice of his solicitor, saying: "There are mutual rights of way over this pathway: kindly do not obstruct it."

The writer's client thought it necessary to seek advice about what he ought to do, apparently not considering for one moment the elementary answer of not irritating his neighbour by not blocking the drive. The writer's solution must have been effective because, happily, he has heard nothing more of the incident (or of the client himself). He settled a counter-notice for the client to erect on his wall facing his neighbour's. It said "Drop dead."

Which brings the writer to his final solution of the entire problem, and that is that solicitors should be firm on this subject of not allowing themselves to be victimised by their clients, especially bearing in mind the fact that The Law Society rules in its wisdom that if you do not hear from your client for a comparatively short time you cannot assume that he is still your client. After all, solicitors' clients, *uniquely*, are protected against paying for more than they get, so why should they get more than they pay for?

Perhaps the most splendid example which the writer can give of the technique for dealing with this type of client, which may serve as an example to his readers, is an event which occurred when he was articled. He came upon one of the partners of his firm engaged in a telephone call with a client who had recently purchased a flat, and who had just phoned to announce that water was escaping from a pipe in the wall. "Good God, man," said the solicitor testily, "why phone me? You don't need a solicitor, you need a plumber." And hung up.

H. L. M.

*The name is fictitious.

1961 CENSUS OF PRODUCTION

The Census of Production for 1961 will be a sample inquiry and the questions asked will relate only to sales and work done, capital expenditure, and stocks and work in progress. Firms will be required to give details of their sales direct to the public. The Census of Production (1962) (Returns and Exempted Persons) Order, 1961 (S.I. 1961 No. 2098), prescribes the matters about which returns may be required.

Landlord and Tenant Notebook

DEMOLITION ORDER PROCEDURE

THE provisions of the Housing Act, 1957, affecting landlords and tenants of premises ordered to be demolished are somewhat scattered and a summary of the position may be useful. It will be remembered that since the words "which is occupied, or is of a type suitable for occupation, by persons of the working classes" were deleted from ss. 9, 11 and 12 of the Housing Act, 1936, by the Housing Act, 1949, the scope of this legislation has been wide indeed, and orders for the execution of works, demolition orders and closing orders are not limited to the "weekly property" class of house.

Under the 1957 Act, demolition orders are of two distinct kinds: those made under s. 17 (in Pt. II), which applies to houses only, on the ground that the house is unfit for human habitation and not capable at reasonable expense of being rendered so fit, and those made under s. 72 (in Pt. III), applicable to buildings generally, on the ground that the building is, by reason of its contact with or proximity to other buildings, dangerous or injurious to health. In either case any person aggrieved may appeal to the county court within twenty-one days after service of the order.

An order under s. 17 becomes "operative" at the expiration of the twenty-one days, and "final and conclusive" at the final determination of an appeal (s. 37), and s. 72 (3) would appear to bring about the same effect in the case of an order under that section. It is, perhaps, curious that while s. 37 specially provides for the becoming operative of orders under Pt. II there is no corresponding express provision for orders under Pt. III; and this though s. 74, dealing with recovery of possession, uses the words "has become operative."

Determination by court

The practitioner whose landlord or tenant client consults him about a demolition order would, assuming that no appeal be advisable, do well to direct his attention to s. 162 (in Pt. VII: "General") before considering other provisions. This section entitles either party to apply to the local county court for an order determining or varying the lease (the expression includes underleases, tenancies, agreements for leases, etc.). The judge is to make such order as he may think just and equitable, including conditions with respect to the payment of money, compensation, damages or otherwise, and is to have regard to the respective rights, obligations and liabilities of the parties under the lease and all the other circumstances of the case. The provision has not produced any reported decision, and this may well be because the discretion is wide and its mere existence encourages amicable settlement. If necessary, guidance will be found in cases concerning apportionment of expenses incurred in complying with the Factories Act and Shops Act provisions relating to alterations: *Arding* v. *Economic Printing and Publishing Co.* (1898), 69 L.T. 622 (C.A.), *Monk* v. *Arnold* [1902] 1 K.B. 761, and *Stuckey* v. *Hooke* [1906] 2 K.B. 20, will be found useful.

Attention should be drawn to this provision because there is nothing to prevent it from operating after the local authority have taken possession of and demolished the building.

Right to possession

A demolition order relating to an unfit house "shall require that the premises shall be vacated within a period to be specified in the order, not being less than twenty-eight days from the date on which the order becomes operative" (s. 21): one relating to an obstructive building is to require such vacation within two months from that date (s. 72 (2)). In either case the authority or any owner can, if necessary, obtain a warrant "in the form set out in the Schedule to the Small Tenements Recovery Act, 1838, or in a form to the like effect": ss. 22 (2), 73 (2).

Each of these sections concludes with a subsection running: "Nothing in the Rent Acts shall be deemed to affect the provisions of this section relating to the obtaining possession of a building," and the reasoning found in "overcrowding" cases (see 93 SOL. J. 66) would apply: however loath a court may be to make an order depriving an innocent tenant of his home, it has to make such order.

The Public Health Act

The "Provisions with respect to buildings" in Pt. II of the Public Health Act, 1936, contain one section, s. 58, under which a demolition order may be made—but only if the owner of the building so elects. If a building is dangerous, the local authority may apply to a magistrates' court, which may order him to execute such work as may be necessary to obviate the danger; and they may do the same if a building is by reason of its ruinous or dilapidated condition seriously detrimental to the amenities of the neighbourhood; in either case, a demolition order may be made if the owner so prefers. Then, failure to comply entitles the authority to execute the order and recover expenses. "Owner" means the person for the time being receiving the rackrent, etc. (s. 343 (1)), but no consideration appears to have been given to the person paying the rackrent or to the relationship between the two. It may be that it is left to the local Bench to inquire whether the premises are let and to refuse an order if they are; but if an order should be granted what would be the effect of ss. 287–9 in Pt. XII ("General") ought to prove interesting. Section 287 gives authorised officers the necessary right of entry; but if such be refused, the next step is an application for a warrant—which is not to issue unless notice of intention to apply has been given to the occupier, or the premises are unoccupied, or the occupier is temporarily absent, or in the case of urgency or where giving notice would defeat the object. Which suggests that if there were a tenant in occupation who had not been notified and there were not urgency, etc., no warrant would be granted; but suppose that he had been notified, what then? Section 288 imposes a penalty for obstruction and s. 289 provides for an order in favour of an owner against an occupier who prevents the owner from executing any work which he is by or under the Act required to execute; but the language of s. 58 warrants the proposition that demolition is to be contrasted with execution of works. The net effect appears to be that a landlord of a house had better not elect for a demolition order if summoned under s. 58 unless he can effectively determine the tenancy.

R. B.

Personal Note

Mr. HENRY J. GODFREY completed fifty years' service as probate and trust managing clerk with Messrs. Bartlett & Gregory, solicitors, of Bromley, on 7th November.

HERE AND THERE

ON THE FRINGES

THERE are twenty million gipsies in the world and twenty thousand in Britain. Their origins are wrapped in mystery. With their esoteric customs and their complex language of many dialects they have wandered for centuries over the face of Europe, exotic, nomadic, in their brightly painted homes on wheels, always apart, often persecuted, asking little and, in the economic sense, contributing little to the life of the solid, settled communities through whose fringes they passed, but nevertheless decorating the landscapes with an occasional patch of vivid colours, enlivening the fairs and the race meetings and, with their haunting music, bringing to the spirits of those who listened a sense of strange places, far away and long ago. To the incurably conventional they never seemed anything but a pack of dirty, thieving, vagabonds, only that and nothing more. But they obtruded little on daily life, passing like migrant birds. They belonged to a Europe less crowded and cluttered than now, with few frontier regulations, wide lonely heaths, quiet lanes and half-secret tracks, where it was possible to loiter. Now in an over-populated, over-mechanised world, circumscribed by passports and police and planning regulations, their way of life encounters all but overwhelming difficulties. In Britain these are at their most acute. The council-house countryman with his television has no ear for their wild haunting music. Clothes pegs and even artificial flowers come from the factory. The roads hum with horse-power, but where are the horses and where is the horse-dealing? The very word "caravan" is changing its sense and instead of conjuring up smoke in the lanes and escape from urban servitude, it only suggests a squalid sprawl, static yet rootless, scarring the country scene with the intrusion of a small-scale suburbia. Incidentally, it is a curious phenomenon that while the old free-ranging Romany folk, asking little more of society than do the migrant birds, are being steadily squeezed by the pressures of society in an omni-planning State, a new sort of nomad, demanding and untraditional, has been spawned in the very bosom of that State. The "beatnik" is a revolt against the constrictions implicit in a mechanised, planned, consumer society, but he has learnt the trick of living in it parasitically, a nomad in a concrete desert.

THE GIPSY'S CURSE

THOUGH some of the gipsies still pursue the hard, free, wandering life of their ancestors, others have become static. Some have adopted the factory-made caravan. Some few have grown rich. Even though the worship of science has become the dominant religion of Great Britain, a taste for the mystical and the occult is by no means extinguished and part of the gipsies' psychological equipment is still a certain expert manipulation of curses and of the foretelling of the future. An aura of considerably more terror hangs about a gipsy's curse than a tinker's cuss (which, anyhow, well-informed etymologists assure us, is not a curse at all). Not long ago, at the Somerset Assizes, a gipsy woman, whose son had just been sentenced for a robbery, put a curse on the presiding judge, Mr. Justice Streatfeild, who, however, exhibited neither wrath nor apprehension and merely raised his eyebrows. Now here, one may say, is almost a test case of the efficacy of such incantations. A judge is raised aloft in the public eye and whatever befalls him becomes notorious. A well-conceived, well-aimed, well-devised, copper-bottomed curse should be able to bring a judge all manner of obvious discomforts—strike him dumb at the moment when he was about to pass a particularly apposite remark, afflict him with amnesia when he was about to sum up to the jury, blow his wig out of the window of the court in a sudden inexplicable gale, puncture the tyres of the High Sheriff's limousine as he drove to court, cause him to grow donkey's ears, get him reversed on appeal twenty times running, stick the pages of his law reports together as if with glue. Even if nothing worse ensued, that should convince the legal profession at large of the inadvisability of incurring a gipsy's curse.

STUFFED CHICKEN

APPARENTLY there are gipsies in the United States too, for it has recently been reported that a gipsy princess is to be prosecuted for grand larceny on the complaint of a rich New York lady in the following circumstances. In 1956 the lady sought the help of the gipsy in two perplexities. She, herself, she said, suffered from the curse of having too much money. Her daughter and granddaughter suffered from a skin rash. As a cure for both the complaints the gipsy directed her to hand over the carcase of a chicken stuffed with a sum equivalent to about £30,000. The lady, having done so, waited patiently for three years and, when the skin rash was still not cured, finally set the criminal law in motion. But by that time the gipsy was in Alabama, where the Governor of the State granted her asylum. Only when she imprudently went to Florida last June (evidently without properly consulting her crystal) was the New York District Attorney able to act. At present the defendant is on bail, but, without seeking to prejudge the issue, we may remark that the cure prescribed was at least, so far as we can see, infallibly guaranteed to alleviate the curse of a financial superfluity. The cure was as plain and straightforward as having one's tonsils out. It has all the ingenious simplicity of Francis Bacon's experiment in refrigeration by stuffing a chicken with snow. Both birds deserve a monument. At Highgate, where Bacon made his discovery, there should be a great municipal refrigerator surmounted by an image of the historic chicken. In New York the tormented rich might commission an allegorical group (for erection in the Federal Reserve Bank) of Holy Poverty driving away a golden cockerel.

RICHARD ROE.

Obituary

Mr. THOMAS MACDONALD EGGAR, solicitor, of Chichester, and legal secretary to the Bishops of Chichester from 1933 to 1959, died on 25th October, aged 79. He was admitted in 1907.

Mr. MICHAEL TALBOT HARRAWAY, solicitor, of London, W.C.1, died on 4th November in a fireworks accident, aged 59. He was admitted in 1936.

Mr. JOHN STANLEY LEWIS, solicitor, of London, S.W.1, died on 30th October, aged 47. He was admitted in 1947.

Mr. THOMAS GLYN OWEN, solicitor, of Rhyl, died on 27th October, aged 54. He was admitted in 1945.

Mr. JOHN RICHARD WILLIAMS, retired solicitor, of Abergele, died on 28th October, aged 69. He was admitted in 1920.

NOTES OF CASES

*These notes are published by arrangement with the Council of Law Reporting. Except in respect of those marked *, full reports of the judgments, revised by the judges, will shortly appear in the Weekly Law Reports. A list of cases reported in today's issue of "W.L.R." is set out at the end of these notes.*

Case Editor: J. D. PENNINGTON, Esq., Barrister-at-Law

House of Lords

INDUSTRIAL DISEASE: DERMATITIS

Gardiner *v.* Motherwell Machinery and Scrap Co., Ltd.

Lord Reid, Lord Cohen, Lord Hodson and Lord Guest

6th July, 1961

Appeal from the First Division of the Court of Session.

The appellant, Gardiner, employed by the respondent company, Motherwell Machinery & Scrap Co., Ltd., in demolishing buildings and boilers from May to August, 1955, suffered intermittently from dermatitis for several years. He sued the respondents at common law on the ground that the nature of his work with them was liable to cause dermatitis, that they failed to provide proper washing facilities as a preventive against the disease and that his disease and disability were attributable to that failure of duty. The Lord Ordinary held that, on the balance of probabilities, the disease was attributable to this alleged failure of duty, and awarded damages. The company did not dispute that they were at fault in failing to provide proper washing facilities, but contended that the workman had failed to prove any connection between the disease and the work he had been doing. The First Division reversed the Lord Ordinary's decision. The workman appealed to the House of Lords.

LORD REID, delivering an opinion in favour of allowing the appeal, reviewed the evidence and said that the workman never suffered from dermatitis before he was exposed, during his employment with the company, to conditions liable to cause that disease. His original symptom (an outbreak on the back of his hand) was admittedly typical of industrial dermatitis. When a man who had not previously suffered from the disease contracted it after being subjected to conditions likely to cause it, and when he showed that it started in a way typical of disease caused by such conditions, he established a prima facie presumption that his disease was caused by those conditions. The facts proved in this case established such a presumption. The employers failed to displace it. The appeal should be allowed.

The other noble and learned lords agreed. Appeal allowed.

APPEARANCES: *Stott*, Q.C., and *Ian MacDonald* (both of the Scottish Bar) (*Campbell, Hooper & Todd, Fournier & Roberts*, for *Courtney & Co.*, Edinburgh and *Harold Dykes & Co.*, Glasgow); *Shearer*, Q.C. (of the Scottish Bar) and *W. A. Elliott* (of the English and Scottish Bars) (*Blakeney & Co.*, for *Campbell, Smith, Mathison & Oliphant, W.S.*, Edinburgh, and *Biggart, Lumsden & Co.*, Glasgow).

[Reported by F. H. COWPER, Esq., Barrister-at-Law]

Court of Appeal

COMPANY: WINDING UP: TWO EQUAL SHAREHOLDERS: PETITION ALLEGING LOSS OF CONFIDENCE: WHETHER STATUTORY AFFIDAVIT SUFFICIENT

***In re* Davies Investments (East Ham), Ltd.**

Donovan and Danckwerts, L.JJ. 20th October, 1961

Appeal from Plowman, J.

A petition to wind up a solvent company was presented by one of the two equal shareholders alleging that winding up was just and equitable because there "had for several months been disagreement" between the two shareholders, that the petitioner had "lost confidence" in the other shareholder and was unable to continue to associate with him and conduct the business of the company. The petition was verified by the statutory affidavit but no evidence was adduced. Plowman, J., dismissed the petition, and the petitioner appealed.

DANCKWERTS, L.J., delivering the first judgment, said that as the company was solvent, the petitioner had to show that it was just and equitable to order the company to be wound up; since the material matters were not to be found in the petition, the petitioner should have supplemented the ordinary statutory affidavit by putting in evidence and proving the facts (if necessary by exhibiting documents) which would justify the order. No such evidence having been put in, an order could not be made. The appeal would be dismissed.

DONOVAN, L.J., delivered a concurring judgment. Appeal dismissed.

APPEARANCES: *Morris Finer* (*Saunders, Sobell, Leigh & Dobin*); *Ralph Instone* (*D. J. Freeman & Co.*).

[Reported by J. A. GRIFFITHS, Esq., Barrister-at-Law]

WILL: CONSTRUCTION: GIFT TO "ANY NATIONAL APPEAL ... WHEN THE RESIDUE OF MY ESTATE IS REALISED": WHETHER VOID FOR PERPETUITY

***In re* Petrie, deceased**

Lord Evershed, M.R., Donovan and Danckwerts, L.JJ.

9th November, 1961

Appeal from Pennycuick, J.

By a will made in 1950 a testatrix, who died on 5th January, 1959, directed her executors and trustees to pay her debts and then to "pay and make over the whole residue of the estate" to her two brothers absolutely, but should both brothers predecease her without leaving issue the trustees were directed to "realise and divide the residue" among four named and indicated charitable institutions, the fourth being "Any national appeal to the public which may exist in the United Kingdom at the time when the residue of my estate is realised as aforesaid" for contributions for a stated purpose, with a gift over to the Family Welfare Association if no such national appeal existed at the relevant date. The estate of £40,000 consisted of cash, building society deposits, and investments in securities for which there was a regular stock exchange quotation, and the debts were little more than £200. The will contained no express trust for conversion and no power to postpone conversion. Both brothers predeceased the testatrix without leaving issue. On a summons taken out by the trustees to determine, *inter alia*, on the true construction of the words "at the time when the residue of my estate is realised as aforesaid," the relevant date at which the beneficiary "any national appeal," etc., fell to be ascertained, Pennycuick, J., held that the disposition was void under the rule against perpetuities, as was also the gift over to the Family Welfare Association. The beneficiaries appealed.

LORD EVERSHED, M.R., said that the first duty of the court, in considering whether or not the so-called rule against perpetuities applied, was to construe the will and discover the meaning and intention of the testatrix, and only then to see whether or not the rule came into operation. On the basis

of authorities cited to the court, but not before the judge, his lordship concluded that the testatrix must have intended a certain event, and he would construe the words as referring to the date when the share of the residue should be "receivable or *de jure* receivable," namely, either on the completion in fact of the administration of the estate in the ordinary sense that, all debts, etc., having been discharged, the residue was ascertained and available for distribution, or on the expiration of the so-called "executors' year," whichever should first happen. In the events which had occurred, including the present proceedings, the administration could not yet be considered as having been finished, and therefore the court would fix the relevant date as the completion of the executors' year and declare that, on the language used, the date which the testatrix must be taken to have intended was one year from her death, namely, 5th January, 1960. The necessary premise for the application of the rule against perpetuities therefore disappeared. The summons should be referred back to the Chancery court to determine which body satisfied the description in para. (4) at the date indicated.

DONOVAN and DANCKWERTS, L.JJ., agreed. Appeal allowed.

APPEARANCES: *J. H. Hames* (*Lovell, Son & Pitfield*); *D. A. Thomas* (*Hempsons*); *Charles Bonner* (*Evill and Coleman*); *Leolin Price* (*Torr & Co.*); *E. Blanshard Stamp* (*Treasury Solicitor*); *Brian Clauson* (*Treasury Solicitor*).

[Reported by Miss M. M. HILL, Barrister-at-Law]

MEASURE OF DAMAGES: BREACH OF WARRANTY BY MOTOR DEALERS: WHETHER INDEMNITY AGAINST HIRE-PURCHASE COMPANY'S CLAIMS

*Smith *v.* Spurling Motor Bodies, Ltd.

Holroyd Pearce, Willmer and Davies, L.JJ.
9th November, 1961

Appeal from Willesden county court.

The plaintiff bought a lorry from a finance company on hire-purchase terms through the defendants, motor dealers. The defendants warranted that the lorry was in proper order and good condition. Due to a defect which was a breach of that warranty the lorry broke down out of London. Temporary repairs cost the plaintiff £6 10s. and on the plaintiff agreeing to pay a fair proportion of the cost the defendants agreed to do permanent repairs to remedy the defect. The repairs were completed in four weeks. A week or a fortnight later, the plaintiff went to collect his lorry but was told that he could not take it away until he paid £37 for the repairs on the ground that the defendants had a lien. In fact they had no lien. The plaintiff consulted solicitors. Thereafter he was set on repudiating the hire-purchase transaction, and paid no instalments under it. He brought an action against the defendants for breach of warranty. The county court judge awarded the plaintiff £6 10s. damages and costs, an indemnity against claims by the finance company for instalments and an indemnity for the plaintiff's costs in resisting such claims.

HOLROYD PEARCE, L.J., said that an indemnity in respect of the plaintiff's costs of defending an action for arrears of instalments by the finance company to which there could be no defence should not have been given; and further the plaintiff's costs could not be allowed as damages flowing from the breach of warranty. As to the other indemnity, his lordship did not think that an indemnity against claims for hire rent could be *simpliciter* the right measure of damages in the present case. But the hire rent was a guide to the right amount to be awarded. On the assumption that the plaintiff was entitled to damages for loss of use of the lorry up to the trial, the court should quantify that loss. Moreover, owing to the element of purchase in the hire-purchase transaction, the instalments could not be equated to the cost of simple hiring. The plaintiff had failed to prove any damages but in addition to the £6 10s. he lost the use of his lorry, for which he had paid instalments of £24 a month, for four weeks while the repairs were done, and for a further two weeks by the defendants' claim to a non-existent lien. The defendants argued that the plaintiff could not recover for those two weeks as the damage flowing from the defendants' breach ceased after four weeks and was superseded by the *novus actus interveniens* of the defendants' own tortious refusal to give up the lorry. His lordship did not accept that a defendant could evade his damages in contract by claiming that a tortious supervening act by him was responsible for part of them. The total loss did flow from the breach and the plaintiff was entitled to damages for the loss of the lorry for six weeks, which his lordship assessed at £35 including the £6 10s. for the temporary repairs.

WILLMER and DAVIES, L.JJ., agreed.

APPEARANCES: *Leonard Caplan*, Q.C., and *C. J. T. Pensotti* (*Lucien A. Isaacs & Co.*); *Maurice Share* (*Dunphy & Co.*).

[Reported by Miss C. J. ELLIS, Barrister-at-Law]

STAMP DUTY: COMPANY AMALGAMATION: TRANSFER OF STOCK OF DISSENTING SHAREHOLDER: WHETHER "TRANSFER ON SALE"

Ridge Nominees, Ltd. *v.* Inland Revenue Commissioners

Lord Evershed, M.R., Donovan and Danckwerts, L.JJ.
9th November, 1961

Appeal from Buckley, J. ([1961] 3 W.L.R. 393; p. 528, *ante*).

A company, *R*, offered to purchase the whole of the stock of another company, *G*, from the stockholders at a stated price, the offer being conditional on acceptance by the holders of 90 per cent. of the issued capital. The stockholders were told, if they wished to accept, to sign a form of acceptance and a transfer of their stock and send them to a stated address. Later, acceptances having been received from the holders of 90 per cent. of the stock, a transfer was executed under s. 209 of the Companies Act, 1948, by a person appointed under that section by the transferee company, on behalf of a stockholder, *R B*, who declined to accept the offer. Buckley, J., held, on appeal from the commissioners, that the instrument transferring the stock of the dissenting stockholder was not a "conveyance or transfer on sale" within the Schedule to the Stamp Act, 1891, and the definition of "conveyance on sale" in s. 54 of that Act, and that the company was accordingly not chargeable with ad valorem duty under that Act. The Crown appealed.

LORD EVERSHED, M.R., said that the instrument under consideration was a perfectly common form of transfer of shares, purporting on its face to be a transfer on sale by *R B*, in consideration of £891 paid by the company *R* for her shares, subject only to the fact that not she, but someone expressed to be her agent, had executed it on her behalf. In Benjamin on Sale, 8th ed., p. 2, the essential elements of a valid sale were stated to be: parties wanting to contract; mutual assent; a thing the absolute or general property in which was transferred from the buyer to the seller; and price in money paid or promised. The question was whether those elements were present. This instrument on its face was executed *inter partes* and the dissenter by statute could not deny the authority of the person appointed to execute it. It seemed, therefore, that Parliament had by s. 209 of the Act of 1948 brought into being an instrument which in all its essential characteristics and effect was a transfer on sale of the dissenting stockholder's shares. That instrument was accordingly within the formula in the Schedule to the Stamp Act, 1891, a "transfer on sale." The Crown had succeeded

in establishing the liability to ad valorem stamp duty on the document, and the appeal should be allowed.

DONOVAN, J., concurring, said that when the Legislature empowered the transferee company to appoint an agent on behalf of a dissenting stockholder to execute a transfer of his shares against a price to be paid by the company and held in trust for the dissenter, it was clearly ignoring his dissent and putting him in the same position as if he had assented. The dissent was overridden by an assent which the Act imposed on him, fictional though that might be.

DANCKWERTS, L.J., delivered a concurring judgment. Appeal allowed.

APPEARANCES: *Hilary Magnus*, Q.C., and *E. Blanshard Stamp* (*Solicitor, Inland Revenue*); *K. W. Mackinnon*, Q.C., and *J. G. Monroe* (*Coward, Chance & Co.*).

[Reported by Miss M. M. HILL, Barrister-at-Law]

Chancery Division

ESTATE DUTY: CANADIAN SETTLEMENT: ABSOLUTE INTEREST SUBJECT TO TWO LIFE INTERESTS: DUTY PAID ON FIRST DEATH

***In re* Latham, deceased; Inland Revenue Commissioners *v.* Latham**

Wilberforce, J. 21st July, 1961

Adjourned summons.

By a Canadian settlement, certain Canadian securities, which at all material times were situate in Canada, were settled on trusts whereunder after the death of the settlor one-quarter of the trust fund was to be held on trust for the settlor's wife for life and after her death was to revert in equal proportions to the other shares in the trust fund. The remaining three-quarters of the trust fund was, after the death of the settlor, to be divided into three equal parts, one to be held for the benefit of each of the settlor's three children. One such share was settled on the settlor's son, *P*, for life on protective trusts and after his death equally for his children who should attain twenty-one or being daughters attained that age or married. The settlor died in 1931 and his wife in 1950. On the death of the settlor's wife, duty became payable under the Finance Act, 1894, on the principal value of the one-fourth share of the trust fund in which she had an interest. The estate duty on the one-third of that share which passed to *P* was never paid. *P* died in 1955, having bequeathed his whole estate to his only child, *R*, who, on the death of *P*, became absolutely entitled to *P's* share in the trust fund. A deduction was claimed from the assets of the estate of *P* for the amount of the estate duty payable by *P* on the death of the settlor's wife and for interest on that sum from her death until the death of *P*. The Inland Revenue Commissioners conceded that the estate was entitled to a deduction in respect of the interest but disputed the right to deduct the principal amount of the duty on the ground that it was a debt in respect of which there was a right of reimbursement under s. 7 (1) (*b*) of the Finance Act, 1894, against *R* personally or the capital of *P's* share in the trust fund.

WILBERFORCE, J., said that a person who took an interest in a fund subject to two life interests was not accountable under s. 8 (4) of the Finance Act, 1894, for duty chargeable on the death of the first life tenant so that *P's* estate had no right of reimbursement against *R*. On the question whether *P's* estate had a right of reimbursement against the capital of the trust fund, his lordship thought that s. 9 (6) of the Act conferred a limited owner's clause not only on the limited owner but also on his executors and that s. 20 (2) of the Act did not prevent the creation of a limited owner's charge on *P's* share in the trust fund. However, a piece of English legislation such as s. 9 (6) could not interfere with the rights of a beneficiary under a Canadian settlement; but, assuming Canadian law was the same as English law, there was an equitable obligation which entitled *P* and his executors to claim that the portion of the estate duty referable to the capital of *P's* share should be paid to them out of the capital of his share. In the result, therefore, the principal amount of the duty was not a permissible deduction from *P's* estate. Declaration accordingly.

APPEARANCES: *Sir Milner Holland*, Q.C., and *E. Blanshard Stamp* (*Solicitor of Inland Revenue*); *H. E. Francis*, Q.C., and *R. Cozens-Hardy Horne* (*Charles Russell & Co.*).

[Reported by Miss V. A. MOXON, Barrister-at-Law]

LOCAL GOVERNMENT: HOUSING: COLLECTIVE INSURANCE OF TENANTS' EFFECTS: WHETHER ACT OF "MANAGEMENT"

A.-G. *v.* Crayford Urban District Council

Pennycuick, J. 18th October, 1961

Action.

A local authority entered into an arrangement with an insurance company for the collective insurance of its tenants' household goods and certain personal effects. The premiums were collected weekly by an officer of the authority from the tenants who entered the scheme, and forwarded quarterly to the insurance company. The Attorney-General brought an action at and by the relation of a trade union whose members were employees of another insurance company for a declaration that the authority was not empowered to effect the insurance or to collect the premiums and that those acts were *ultra vires* the authority and for an injunction to restrain the authority from so acting.

PENNYCUICK, J., said that the power of a local authority under s. 111 (1) of the Housing Act, 1957, was limited to such acts as might fairly be regarded as acts of management by a landlord of his property in the ordinary sense of that term. The facilitation of insurance on the personal effects of tenants by way of a collective policy was an act of management in the ordinary sense of that term. Once it was accepted, as it must be, (*a*) that most tenants of the class which occupied the council houses did not insure their effects independently, and (*b*) that such tenants, if they lost their effects, were likely to default on their rent, it followed that a prudent landlord might reasonably seek to protect his rent by facilitating insurance against such loss. Such insurance was nonetheless an act done in the general management of the property by reason that it was incidentally concerned with the private possessions of the tenants. Accordingly, the action must be dismissed. Action dismissed.

APPEARANCES: *Sir Lynn Ungoed-Thomas*, Q.C., and *Peter Oliver* (*J. H. Milner & Son*); *Gerald Gardiner*, Q.C., and *S. L. Newcombe* (*Barlow, Lyde & Gilbert*).

[Reported by Miss M. G. THOMAS, Barrister-at-Law]

CEMETERY: BEQUEST TO ERECT HOUSE FOR CARETAKER: WHETHER VALID

***In re* Jewison's Will Trusts; Till *v.* Market Weighton Parish Council and Another**

Wilberforce, J. 2nd November, 1961

Adjourned summons.

By her will, dated 16th November, 1955, a testatrix bequeathed £1,500 to her trustees on trust to erect, if permitted to do so by the appropriate authority, a small suitable dwelling-house or lodge in *M* cemetery for the use of the caretaker or sexton for the time being, and she directed that if the authority did not agree to the erection the trust should lapse. The testatrix died on 21st May, 1956, leaving sufficient funds to provide the £1,500. The *M* cemetery had been provided and administered by the *M* parish council as a burial ground for the parish under the Burial Acts, and the

whole of it had been set aside for interments, but only part had been consecrated. Many burials had taken place there, but it was not yet full and burials continued to take place. The parish council proposed to build the house on a site which had not yet been used for burials in the unconsecrated part. A summons was taken out to determine whether, on the true construction of the will and s. 3 of the Disused Burial Grounds Act, 1884, and in the events which had happened, the bequest was valid, or whether it could not be carried into effect without infringing the Act of 1884 and therefore lapsed.

WILBERFORCE, J., said that the only prohibition in the Act of 1884 was against building on a disused burial ground. The Act did not prohibit building on a burial ground and such a ground did not become disused until it could be said that it was no longer used for interment. Whether a burial ground was disused had to be considered before the building which was contemplated took place. Here there had been no act of disuse and there was, therefore, no prohibition against the erection of the house. Order accordingly.

APPEARANCES: *W. S. Wigglesworth* and *B. T. Buckle* (*Payne, Hicks Beach & Co.*, for *Robinson, Sheffield & Till*, Beverley); *Raymond Walton* (*Durrant Cooper & Hambling*).

[Reported by Miss M. G. THOMAS, Barrister-at-Law]

COMPANY: DEBENTURE WITHIN TWELVE MONTHS BEFORE WINDING-UP ORDER: WHETHER IN RESPECT OF "CASH PAID TO THE COMPANY"

***In re* Ambassadors (Bournemouth), Ltd.**

Plowman, J. 10th November, 1961

Adjourned summons.

In July, 1955, a hotel company owed money to its butcher and fishmonger, both of which firms were controlled by *K* and his father. On 31st August, *K* gave *G*, a director of the company, a cheque for £5,700, on terms that *G* should pay it to the company. *G* paid the cheque into his bank account and, on the same day, withdrew £5,700 by banker's draft payable to the order of his wife. She endorsed it generally and gave it to the company's solicitors, who issued her with a debenture. The draft was paid into a new bank account in the company's name which *G* had opened for that purpose. Within the next few weeks *G* withdrew all but £340 from that account and misapplied it for his own purposes. None of the balance of £5,360 was ever used for the company's benefit. Subsequently *K* issued a writ against *G* claiming £5,700 as money lent and, after *G* had been adjudicated bankrupt, he filed a proof in *G's* bankruptcy for £5,700 as money lent. In 1956 *K* obtained a declaration that he was entitled to the debenture as against *G's* wife. An order for the compulsory liquidation of the company was made within twelve months of the creation of the debenture and the company's liquidator claimed that the floating charge created by the debenture was invalid except to the extent of £340 and interest under s. 322 of the Companies Act, 1948.

PLOWMAN, J., said that the question was whether the £5,360 was "cash paid to the company" within s. 322. It was clear that the mere fact that the money was paid into a bank account in the name of the company was not conclusive of the matter [see, *inter alia*, *In re Matthew Ellis, Ltd.* [1933] Ch 458]. The test was whether, looking at the matter from a practical point of view, it could be said that, in substance and not merely in form, the £5,360 was cash paid to the company. The substance of the matter was that the £5,360 was never paid to the company. Declaration that the charge was invalid except to the amount of £340 and interest.

APPEARANCES: *P. S. A. Rossdale* (*Kenneth Brown, Baker, Baker*); *Ashe Lincoln*, Q.C., and *James Gibson* (*Theodore Goddard & Co.*, for *Philip Evans & Co.*, Bournemouth).

[Reported by Miss V. A. MOXON, Barrister-at-Law]

Probate, Divorce and Admiralty Division

DIVORCE: CHILD OF PARTIES: JURISDICTION TO MAKE CUSTODY ORDER AFTER DEATH OF ONE PARENT

B *v.* B and H (L intervening)

Hewson, J. 6th November, 1961

Summons for custody.

In December, 1950, the husband was granted a decree nisi of divorce on the ground of the wife's adultery with *H*, the co-respondent, that decree being duly made absolute. There was one child of the marriage, born in 1949. No order for the custody of that child was made in the divorce proceedings, but the child continued to live with the wife. In 1955, the wife married *L*, after which the child lived as a member of the family consisting of the wife, *L*, and a child of the wife's marriage to *L*. In 1960 the wife died, without making any testamentary disposition with regard to the guardianship of the child by her first husband. *L* thereupon obtained leave to intervene in the suit, in order to apply for the custody of that child. The husband did not oppose the application. Counsel for the intervener submitted that on the authority of *Pryor* v. *Pryor* [1947] P. 64, the court had jurisdiction to make a custody order, despite the death of one of the parties to the divorce suit, and that *M* v. *M* (*S* intervening), (1959), unreported, in which Wallington, J., holding that the death of a spouse caused the suit to abate and that the court had thereafter no jurisdiction, refused to follow *Pryor* v. *Pryor*, *supra*, was wrong.

HEWSON, J., said that s. 26 (1) of the Matrimonial Causes Act, 1950, empowered the court to make such orders for custody as appeared just "before or by or after the final decree." That wording, which was introduced by s. 193 (1) of the Supreme Court of Judicature (Consolidation) Act, 1925, replaced s. 4 of the Matrimonial Causes Act, 1859, which enabled the court, after a final decree, to make such orders with respect to custody as might have been made by such final decree or by interim orders during the pendency of the suit. Like Willmer, J., in *Pryor* v. *Pryor*, *supra*, his lordship attached importance to the significant difference between the wording of s. 4 of the Act of 1859 and that introduced by the Act of 1925. The latter extended the scope of the court's powers. His lordship was satisfied that he had jurisdiction to make the order asked for and, since he was also satisfied that it was in the interests of the child's welfare, the order would be made.

APPEARANCES: *Samuel Stamler* (*Robins, Hay & Waters*, for *Pead, Ash & Fynmore*, Bexhill).

[Reported by D. R. ELLISON, Esq., Barrister-at-Law]

HUSBAND AND WIFE: MAINTENANCE ORDER: RESUMPTION OF COHABITATION

***Edmonds *v.* Edmonds**

Lord Merriman, P., and Collingwood, J.

6th November, 1961

Case stated by Gloucestershire justices sitting at Thornbury.

On 18th October, 1960, justices adjudged the husband to have deserted the wife and made a maintenance order in her favour. Later the same day the parties resumed cohabitation. On 28th February, 1961, the justices, on a complaint by the wife that there were unpaid arrears under that order, held that s. 2 (2) of the Summary Jurisdiction (Separation and Maintenance) Act, 1925 (which provides that where a wife resumes cohabitation with her husband after living apart from him, a separation or maintenance order shall cease to have effect), did not apply because the parties had never lived apart after the making of the order, and that the wife's

maintenance order was still in force. On appeal by the husband, the questions for the opinion of the High Court were: (1) Are the words "after living apart" in s. 2 (2) of the Act of 1925 satisfied by a living apart (*a*) prior to the making of the order, and (*b*) for a period merely of a fraction of a day thereafter? (2) Upon the finding of fact that the parties resumed cohabitation on 18th October, 1960, (*a*) was the order still in force, or (*b*) had it ceased to have effect?

LORD MERRIMAN, P., said that where spouses resumed cohabitation, it mattered not, from the point of view of the effect on a separation or maintenance order, whether they did so ten minutes or ten months after the making of the order. The effect was the same, namely, to bring the order to an end. The answers to the questions in the case stated were, therefore: (1) (*a*) yes; (*b*) yes; (2) (*a*) no; (*b*) yes. The case also raised a procedural point. Counsel for the wife contended that the husband should have issued a complaint to the magistrates for the discharge of the order. That was a misconception. If the husband had been instituting proceedings for the discharge of the order, he would have had to issue a complaint. Here, however, the wife was proceeding for the enforcement of arrears and the husband was setting up, by way of defence, the plea that the order had ceased to have effect, by reason of a resumption of cohabitation. Such a plea could be raised by way of answer to the wife's complaint, without the husband issuing a complaint. It had also been contended that because, where a plea of adultery, or of a reasonable belief in adultery, was raised by way of defence, proper notice must be given to the complainant spouse, where the defence was a resumption of cohabitation notice should similarly be given. There was, however, no need to give notice of a defence based upon facts which must be equally as well known to the complainant as to the defendant.

COLLINGWOOD, J., delivered a concurring judgment. Appeal allowed.

APPEARANCES: *J. B. S. Edwards* (*Gibson & Weldon*, for *J. W. Trobridge*, Plymouth); *John Syms* (*Julius White & Bywaters*, for *Donald Bennett & Legat*, Bristol).

[Reported by D. R. ELLISON, Esq., Barrister-at-Law]

EVIDENCE: PRIVILEGE: NAVAL MEDICAL RECORDS

***Gane *v.* Gane**

Wrangham, J. 7th November, 1961

Suit for divorce.

In the course of the hearing of a defended matrimonial suit in which the wife sought a divorce on the ground of the husband's cruelty, a surgeon-commander in the Royal Navy was called as a witness on behalf of the husband. He was asked a question relating to the official naval records in his possession upon the state of the husband's health in 1956. Counsel appearing on behalf of the Attorney-General objected to the question and put in a certificate dated 26th June, 1961, signed by the Permanent Under-Secretary to the Admiralty, stating that he had personally examined the files containing the medical reports in question and had formed the view that, in the public interest, those reports ought not to be produced in evidence because they fell into that class of documents which it was necessary to withhold from production in the interests of the proper functioning of the public service. It was agreed that the certificate should be treated as though it had been signed by the First Lord of the Admiralty.

WRANGHAM, J., said that it was clear from *Duncan* v. *Cammell, Laird & Co., Ltd.* [1942] A.C. 624, that such a certificate, if signed by the political head of the department of the public service involved, was conclusive of the matters to which it referred and the court was precluded from inquiring whether the documents ought to be withheld from production; it was also clear that the court ought not to inspect the documents in order to satisfy itself that the signatory of the certificate was right. The court was obliged to uphold the objection taken on behalf of the Admiralty. The further question arose whether it would be right to allow the witness to be asked questions and, before answering, to be asked to refresh his memory by inspecting the records. In *Duncan* v. *Cammell, Laird & Co., Ltd., supra*, Lord Simon said that the same principle would apply to the exclusion of oral evidence which, if given, would jeopardise the interests of the community. His lordship felt bound to accept the view that the production of the documents would jeopardise the interests of the community because the department in question said so. The production of the documents, and oral evidence of their contents, were therefore ruled to be inadmissible. [The wife's petition was ultimately dismissed].

APPEARANCES: *Michael King* (*Arthur S. Joseph & Cates*, for *MacDonald, Jacobs & Oates*, Portsmouth); *J. W. A. Sloss* (*Corbin, Greener & Cook*, for *Pink, Marston, Birch & Delafield*, Portsmouth); *J. R. Cumming-Bruce* (*Treasury Solicitor*).

[Reported by D. R. ELLISON, Esq., Barrister-at-Law]

HUSBAND AND WIFE: MOTION FOR RE-HEARING OF MATRIMONIAL CAUSE: CROSS-EXAMINATION ON AFFIDAVIT IN SUPPORT

***Tilley *v.* Tilley**

Lord Merriman, P. and Collingwood, J.

7th November, 1961

Motion for re-hearing.

A wife having obtained, in an undefended suit, a decree nisi of divorce, the husband moved the Divisional Court under r. 36 (1) of the Matrimonial Causes Rules, 1957, to rescind the decree nisi and to order the suit to be re-heard. The wife opposed the motion.

LORD MERRIMAN, P., said that where the Divisional Court was moved to order a re-hearing of a matrimonial cause and it was desired to challenge the evidence of the applicant, there was no reason why leave should not be sought to cross-examine the applicant on the affidavit filed in support of the motion, in accordance with the ordinary rule applicable to affidavit evidence.

APPEARANCES: *W. R. K. Merrylees* (*M. M. Flatman*); *Alan Garfitt* (*W. Davies & Son*, Woking).

[Reported by D. R. ELLISON, Esq., Barrister-at-Law]

HUSBAND AND WIFE: ARREARS OF ALIMONY: INJUNCTION RESTRAINING HUSBAND FROM RECEIVING DIVIDENDS

***Pateras *v.* Pateras**

Wrangham, J. 8th November, 1961

Summons for injunction.

On 20th February, 1961, the wife was granted a decree of judicial separation from the husband. On 1st May, 1961, the husband was ordered to pay to the wife permanent alimony at the rate of £15,000 a year, less tax, payable monthly. The husband, a Greek, who was residing out of the jurisdiction, made no payments under that order. The husband being a shareholder in a company with assets in England, on 17th August, 1961, a divorce registrar made a charging order absolute charging the husband's interest in his shares in that company with the unpaid arrears, amounting to over £6,600, less tax, under the alimony order. The effect of R.S.C., Ord. 46, r. 1, was that no proceedings could be taken to obtain the benefit of the charging order until after the expiration of six months from the date of the charging order. The

wife therefore applied for an injunction to restrain the husband from receiving any dividends or other moneys payable in respect of his shares in the specified company, to the extent of the unpaid arrears of alimony, and for an order that such moneys should be payable to the wife's solicitors. The husband did not resist the application.

WRANGHAM, J., said that he would make an order in the terms prayed.

APPEARANCES: *Geoffrey Crispin*, Q.C., and *G. A. Zaphiriou* (*Denton, Hall & Burgin*); *W. R. K. Merrylees* (*Constant & Constant*).

[Reported by D. R. ELLISON, Esq., Barrister-at-Law]

HUSBAND AND WIFE: NULLITY: INCAPACITY: DATE FOR CONSIDERING IMPRACTICABILITY OF CONSUMMATION

S *v.* S

Cairns, J. 10th November, 1961

Defended nullity suit.

The parties were married in 1945. In February, 1961, the husband petitioned for a decree of nullity, on the grounds that the marriage had not been consummated due either to the wife's wilful refusal or to her incapacity. The wife defended the suit, admitting that the marriage had not been consummated but denying that it was due either to her wilful refusal or her incapacity, and alleging that in any event the husband had approbated the marriage. Eight days before the hearing the wife underwent an operation for hymenectomy, but there was a conflict of medical evidence before the court as to whether this would render the wife capable of having full sexual intercourse.

CAIRNS, J., having found that there was no wilful refusal on the part of the wife to consummate the marriage, said that the wife's incapacity was partly physical and partly psychological, and, although the physical obstruction had now been removed by the operation, it was not yet possible to establish that she was capable of having sexual intercourse. In his lordship's opinion there was much to be said in principle for the view that the date to be taken in considering whether the non-consummation was due to incapacity was the date of the petition—that was admittedly the crucial date in considering whether there had been wilful refusal. If by that time the wife had failed to undergo any treatment necessary to render her capable, the prospect of the marriage then being saved by the wife having an operation and the husband taking her back and making further attempts to consummate must in most cases be negligible. But if the authorities, including the decision of Karminski, J., in *S* v. *S* [1956] P. 1, established that the relevant date was the date of the hearing, then the wife must show that at that date the operation had effected a complete cure, and this she had not done. In the circumstances his lordship held that the marriage was voidable and that the husband, who had throughout patiently persisted in his attempts to have sexual intercourse, had not approbated the marriage and should not be denied relief because he had not given up his attempts earlier.

APPEARANCES: *K. Bruce Campbell* (*G. A. Fry & Co.*); *L. J. Belcourt* (*Gard, Lyell, Bridgman & Co.*, for *Bell & Co.*, Cheam).

[Reported by Miss MARGARET BOOTH, Barrister-at-Law]

HUSBAND AND WIFE: NULLITY: PETITIONER'S OWN INCAPACITY: FACTORS CONSTITUTING BAR TO RELIEF

***P *v.* P**

Lloyd-Jones, J. 10th November, 1961

Suit for nullity.

The parties were married in 1939, the husband being then twenty-eight, and the wife thirty-two. There was a child born in 1945. In July, 1960, the husband petitioned for annulment of the marriage on the ground that it had never been consummated owing to his own incapacity. The wife, by her answer, prayed for the petition to be dismissed on the ground that the husband was barred by want of sincerity from the relief sought. The court was satisfied that the marriage had never been consummated, the child having been conceived by *fecundatio ab extra*.

LLOYD-JONES, J., said that the husband had conceded that he was unable to achieve a sufficient degree of penetration to amount to *vera copula*. The medical evidence indicated that there were steps and measures which he could have taken and which might have resulted in the marriage being consummated. The husband had not, therefore, established that it was practically impossible for him to consummate the marriage or that he was incurable. His prayer for annulment of the marriage accordingly failed. If the husband had established the incapacity relied on, however, the question would have arisen whether he was debarred from the relief he sought. As he did not know of his legal remedy until February, 1960, it could not be said that he had approbated the marriage with knowledge of the facts and the law. But that was only one of several types of conduct which could constitute a bar to relief in nullity. The wife had displayed a remarkable degree of forbearance towards the husband. The non-consummation of the marriage was in no way attributable to her. She had looked after the husband and the child in an exemplary manner. She had, by remaining in employment, contributed financially towards the home. The marriage was, on the whole, a happy one, despite its not having been consummated, and, but for the husband's infatuation for another woman in 1957, would have remained so. The child, now aged sixteen, knew the background of the family life but would, his lordship was satisfied, find the annulment of her parents' marriage a harsh blow. In the light of all those facts, it would, even if the ground for the relief sought had been established, be inequitable and contrary to public policy that it should be granted. The petition would be dismissed with costs.

APPEARANCES: *Frank White* (*Corbin, Greener & Cook*); *J. B. Latey*, Q.C., and *W. A. B. Forbes* (*Chalton Hubbard & Co.*).

[Reported by D. R. ELLISON, Esq., Barrister-at-Law]

THE WEEKLY LAW REPORTS

CASES INCLUDED IN TODAY'S ISSUE OF THE W.L.R.

	Vol.	*Page*
Cooper *v.* Cooper and Harmer (p. 648, *ante*) ..	1	1369
Phonographic Equipment (1958), Ltd. *v.* Muslu (p. 947, *ante*)	1	1379
Pontin *v.* Wood (p. 912, *ante*)	3	1123
R. *v.* Porritt	1	1372
Whittam *v.* W. J. Daniel & Co., Ltd. (p. 886, *ante*) ..	3	1118
Young *v.* Young (No. 1) (p. 665, *ante*)	3	1109

SOLICITORS IN INDUSTRY

The Law Society has extended an open invitation to all solicitors engaged as such in commerce and industry to attend a meeting to discuss the formation of a group for such salaried solicitors and to arrange a programme of events of common interest. The meeting will be held in the Common Room at The Law Society's Hall at 5.30 p.m. on Thursday, 7th December. Those intending to be present are asked to write to the Secretary of The Law Society by 1st December, quoting reference B/SS. 13.

IN WESTMINSTER AND WHITEHALL

HOUSE OF LORDS

A. Progress of Bills

Read First Time:—

Licensing (Scotland) Bill [H.L.] [8th November.

To make provision in Scotland for the grant by licensing courts of new forms of certificate for the sale by retail of exciseable liquor; to amend the law in Scotland regarding the sale and supply of exciseable liquor and regarding licensed premises and clubs; to prescribe the hours during which premises in Scotland licensed for the sale and supply of exciseable liquor for consumption off the premises may remain open for the serving of customers with such liquor; and for purposes connected with the matters aforesaid.

B. Questions

Parking Restrictions

Referring to the case of *Clifford-Turner* v. *Waterman*, p. 932, *ante*, Lord Chesham said that the offence charged had been committed on 24th September, 1960. The regulations had been amended on 20th May, 1961, to allow a vehicle to wait in a restricted street in a controlled parking zone "for so long as may be necessary for the purpose of enabling any person to board or alight from the vehicle or to load thereon or unload therefrom his personal luggage." [7th November.

HOUSE OF COMMONS

A. Progress of Bills

Read First Time:—

Civil Aviation (Eurocontrol) Bill [H.C.] [6th November.

To make provision in connection with the international convention relating to co-operation for the safety of air navigation, known as the Eurocontrol Convention; to provide for the recovery of charges for services provided for aircraft; to authorise the use of certain records as evidence in proceedings for the recovery of such charges or proceedings under the Air Navigation Order; and for purposes connected with the matters aforesaid.

Glasgow Corporation (Parking Meters) Order Confirmation Bill [H.C.] [7th November.

To confirm a Provisional Order under the Private Legislation Procedure (Scotland) Act, 1936, relating to Glasgow Corporation (Parking Meters).

Read Second Time:—

Expiring Laws Continuance Bill [H.C.] [8th November.
Export Guarantees Bill [H.C.] [10th November.
Family Allowances and National Insurance Bill [H.C.] [9th November.

Read Third Time:—

Southern Rhodesia (Constitution) Bill [H.C.] [10th November.
Tanganyika Independence Bill [H.C.] [10th November.

B. Questions

Common Land

Mr. Christopher Soames said that legislation would be prepared—not for introduction this session—providing for a scheme of commons registration broadly on the lines recommended by the Royal Commission on Common Land but taking considerably less time than the twelve years envisaged by the Royal Commission. He had it in mind to allow three years for the registration of claims and two years for the registration of objections. Registration of claims that land was common, and to ownership and common rights, was a desirable step in itself and the establishment of the facts would pave the way for action on the remaining recommendations of the Royal Commission. [6th November.

Registration of Charities

Mr. R. A. Butler made the following statement on the application of s. 4 of the Charities Act, 1960, which provides for the establishment of a register of charities:—

"The Minister of Education and I have made two orders applying s. 4 to local charities for the benefit of any part of the counties of Bedfordshire, Berkshire, Buckingham, Cambridge, Cornwall, Devon, Dorset, Gloucestershire, Hampshire, Huntingdonshire, Isle of Ely, Isle of Wight, Northamptonshire, Oxfordshire, Soke of Peterborough, Somerset, Wiltshire, Worcester, the administrative County of Surrey and the County Borough of Croydon.

We intend in the spring of 1962 to apply s. 4 to local charities for the counties of Norfolk, Suffolk, Sussex and the administrative counties of Essex, Hertford, Middlesex, Kent, London and the City of London, and also to charities whose work is not carried on mainly for the benefit of some particular part of England and Wales. We intend to apply s. 4 in the autumn of 1962 to local charities for Wales and Monmouthshire and the counties of Cheshire, Derby, Herefordshire, Leicestershire, Lincoln, Nottingham, Rutlandshire, Shropshire, Stafford and Warwickshire, and in the spring of 1963 to local charities for the remaining counties of England. If this programme is carried out, all charities in England and Wales will have been required to register by the spring of 1963.

The Act contains a number of exemptions; and in addition regulations have been made excepting from registration voluntary schools and certain charities for boy scouts and girl guides. Religious charities are excepted from registration until 1st January, 1963, and the Charity Commissioners are discussing with denominational bodies the question of permanent exceptions for such charities. It is not however intended to except denominational charities for secular purposes. It is also proposed that the schools and institutes of the University of London and other universities in receipt of grant from the University Grants Committee should be placed on the same footing as those listed as exempt charities in the Second Schedule to the Act." [9th November.

STATUTORY INSTRUMENTS

Argyll County Council (Raslie Burn, Kilmartin) Water Order, 1961. (S.I. 1961 No. 2063 (S.115).) 6d.

Betting and Gaming Act, 1960 (Commencement No. 2) Order, 1961. (S.I. 1961 No. 2092 (C.18).) 6d. See p. 973, *post*.

Census of Production (1962) (Returns and Exempted Persons) Order, 1961. (S.I. 1961 No. 2098.) 6d. See p. 963, *ante*.

Civil Aviation (Aerial Advertising) Regulations, 1961. (S.I. 1961 No. 2102.) 6d.

Craven Water Board Order, 1961. (S.I. 1961 No. 2099.) 7d.

Dock Workers (Regulation of Employment) (Amendment) Order, 1961. (S.I. 1961 (No. 2107.) 1s. 6d.

Draft **Double Taxation Relief** (Taxes on Income) (Pakistan) Order, 1961. 11d. See p. 973, *post*.

Exchange of Securities (No. 3) Rules, 1961. (S.I. 1961 No. 2064.) 7d.

Guildford, Godalming and District Water Board Order, 1961. (S.I. 1961 No. 2100.) 7d.

Glasgow Maternity and Women's Hospitals Endowments Amendment Scheme Confirmation Order, 1961. (S.I. 1961 No. 2073 (S.116).) 7d.

London–Great Yarmouth Trunk Road (Stanway By-Pass) (Diversion) Order, 1961. (S.I. 1961 No. 2112.) 6d.

London Traffic (Prescribed Routes) (Hatfield) Regulations, 1961. (S.I. 1961 No. 2069.) 6d.

London Traffic (Prescribed Routes) (Lambeth) Regulations, 1961. (S.I. 1961 No. 2090.) 6d.

London Traffic (Prohibition of Waiting) (Hatfield) Regulations, 1961. (S.I. 1961 No. 2070.) 6d.

Motor Vehicles (Construction and Use) (Amendment) (No. 4) Regulations, 1961. (S.I. 1961 No. 2084.) 6d.

Draft **Post Office Savings Bank Amendment** (No. 7) Regulations, 1961. 7d.

South West Suburban Water Order, 1961. (S.I. 1961 No. 2101.) 6d.

Stopping up of Highways Orders, 1961:—
County of Buckingham (No. 11). (S.I. 1961 No. 2086.) 6d.
County of Chester (No. 23). (S.I. 1961 No. 2075.) 6d.
County of Devon (No. 3). (S.I. 1961 No. 2103.) 6d.
County of Kent (No. 7). (S.I. 1961 No. 2104.) 6d.

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Blackheath and Sidcup.—DYER SON & CREASEY, Chartered Surveyors, 22 Tranquil Vale, S.E.3, and 111 Station Road, Sidcup.

Brentford (for West London and West Middlesex).—LINNEY, MATTHEWS & CO. (C. A. Naylor, F.A.I., F.A.L.P.A., F.V.I.), Chartered Auctioneers and Estate Agents, Valuers, 112 High Street, Brentford. Tel. ISLeworth 5277/8.

Chiswick and Bedford Park.—TYSER, GREENWOOD & CO., 386 High Road. H. Norman Harding, F.R.I.C.S., F.A.I., Ernest J. Griffen, F.A.I., G. S. Bradley, F.A.I., Est. 1873. Tel. Chiswick 7022/3/4.

(*Continued on p. xviii*)

Ealing, Ealing Common and District.—JONES & CO., F.A.I., Chartered Auctioneers and Estate Agents, adj. Ealing Common Station, W.5. Tel. ACO 5006 (3 lines).

East Ham.—HAMLETTS (LEWIS J. HAMLETT, F.R.I.C.S.), 764 Barking Road, Plaistow, E.13, Surveyors and Estate Agents. Est. 1893. Tel. Grangewood 0546.

East Sheen, Barnes and Richmond.—C. & E. MELVILLE (John A. Knowlton, F.R.I.C.S.), 233 Upper Richmond Road West, East Sheen, S.W.14. Tel. PROspect 1021/2/3.

REGISTER OF
Auctioneers, Valuers, Surveyors, Land and Estate Agents

Edgware.—E. J. T. NEAL, F.R.I.C.S., F.A.I., 39 Station Road. Tel. EDG 0123/4.

Finchley.—E. C. LLOYD, 336 Regents Park Road, N.3. Tel. Finchley 6246/7.

Finchley and Barnet.—SPARROW & SON, Auctioneers, Surveyors and Valuers, 315 Ballards Lane, N.12. Est. 1874. Tel. HIL 5252/3.

Hammersmith.—MORTON & WATERS, 310 King Street. Valuations, Survey. Estates Managed. Tel. Riverside 1080 and 4567.

Harrow.—E. BECKETT, F.A.I., Surveyor, Chartered Auctioneer and Estate Agent, 7 College Road, Harrow. Tel. Harrow 5216. And at Sudbury, Wembley, North Harrow and Moor Park, Northwood.

Harrow.—P. N. DEWE & CO. (P. N. Dewe, F.A.L.P.A., J. Ferrari, F.R.I.C.S., F.A.I., M.R.San.I., J. Cosgrave, A.R.I.C.S., A.M.I.Struct.E.), 42 College Road. Tel. 4288/90 Associated offices at Hillingdon. Established 1925.

Hendon and Colindale.—HOWARD & MANNING (G. E. Manning, F.A.L.P.A., F.V.I.), Auctioneers, Surveyors and Valuers, 218 The Broadway, West Hendon, N.W.9. Tel. Hendon 7686/8, and at Northwood Hills, Middx. Tel. Northwood 2215/6.

Hendon.—DOUGLAS MARTIN & PARTNERS, LTD. —Douglas Martin, F.A.L.P.A., F.V.A.; Bernard Roach, F.A.L.P.A.; Jeffray Lorenz, F.V.A.; John Sanders, F.V.A.; Alan Pritchard, A.V.A., Auctioneers, Surveyors, etc., Hendon Central Tube Station, N.W.4. Tel. HEN 6333.

Hendon.—M. E. NEAL & SON, 102 Brent Street, N.W.4. Tel. Hendon 6123. Established 1919.

Ilford.—RANDALLS, Chartered Surveyors and Auctioneers (established 1884), 67 Cranbrook Road. Tel. VALentine 6272 (10 lines).

Leyton.—HAROLD E. LEVI & CO., F.A.L.P.A., Auctioneers and Surveyors, 760 Lea Bridge Road, Leyton, E.17. Tel. Leytonstone 4423/4424.

Leyton and Leytonstone.—R. CHEKE & CO., 252 High Road, E.10. Tel. Leytonstone 7733/4.

Leytonstone.—COMPTON GUY, Est. 1899, Auctioneers, Surveyors and Valuers, 55 Harrington Road. Tel. Ley 1123. And at 1 Cambridge Park, Wanstead. Tel. Wan 5148; 13 The Broadway, Woodford Green. Tel. Buc 0464.

Leytonstone.—PETTY, SON & PRESTWICH, F.A.I., Chartered Auctioneers and Estate Agents, 682 High Road, Leytonstone, E.11. Tel. LEY 1194/5, and at Wanstead and South Woodford.

Mill Hill.—COSWAY ESTATE OFFICES, 135/7 The Broadway, N.W.7. Tel. Mill Hill 2422/3422/2204.

Norbury.—DOUGLAS GRAHAM & CO., Estate Agents Property Managers, 1364 London Road, S.W.16. Tel. POL 1313/1690. And at Thornton Heath, Sutton and Piccadilly, W.1.

Putney.—QUINTON & CO., F.A.I., Surveyors, Chartered Auctioneers and Estate Agents, 153 Upper Richmond Road, S.W.15. Tel. Putney 6249/6617.

South Norwood.—R. L. COURCIER, Estate Agent, Surveyor, Valuer, 4 and 6 Station Road, S.E.25. Tel. LIVingstone 3737.

Tottenham.—HILLYER & HILLYER (A. Murphy, F.A.I., F.V.A.), Auctioneers, Surveyors, Valuers and Estate Managers, 270/2 West Green Road, N.15. Tel. BOW 3464 (3 lines).

Walthamstow and Chingford.—EDWARD CULFF & CO., F.A.L.P.A., Auctioneers and Surveyors and Estate Agents, 92 St. Mary Road, Walthamstow, E.17. Tel. COPpermill 3391. Specialists in Property Management.

Wandsworth (Borough of), Battersea and S.W. Area.—MORETON RICHES, Surveyor, Auctioneer and Valuer, House and Estate Agent, 92 East Hill, Wandsworth, S.W.18. Tel. VANdyke 4166/4167.

Wood Green.—WOOD & LOACH, Chartered Auctioneers and Estate Agents, Surveyors and Valuers, 723 Lordship Lane, N.22 (adjacent Eastern National Bus Station, close to Wood Green Tube Station). Tel. Bowes Park 1632.

PROVINCIAL

BEDFORDSHIRE

Bedford.—J. R. EVE & SON, 40 Mill Street, Chartered Surveyors, Land Agents, Auctioneers and Valuers. Tel. 67301/2.

Bedford.—ROBINSON & HALL, 15a St. Paul's Square, Chartered Surveyors. Tel. 2201/2/3.

Luton.—RICHARDSON & STILLMAN, Chartered Auctioneers and Estate Agents, 30 Alma Street, Tel. Luton 6492/3.

BERKSHIRE

Abingdon, Wantage and Didcot.—ADKIN, BELCHER & BOWEN, Auctioneers, Valuers and Estate Agents. Tel. Nos. Abingdon 1078/9, Wantage 48, Didcot 3197.

Bracknell.—HUNTON & SON, Est. 1870. Auctioneers and Estate Agents, Valuers. Tel. 23.

County of Berkshire.—TUFNELL & PARTNERS, Auctioneers, Valuers and Surveyors, Sunninghill (Ascot 1666), Windsor (Windsor 1) and Streatley (Goring 45).

Didcot and District.—E. P. MESSENGER & SON, Chartered Auctioneers and Estate Agents, etc., The Broadway. Tel Didcot 2079.

Faringdon.—HOBBS & CHAMBERS, Chartered Surveyors, Chartered Auctioneers and Estate Agents. Tel. Faringdon 2113.

Maidenhead.—L. DUDLEY CLIFTON & SON, Chartered Auctioneers and Estate Agents, Surveyors and Valuers, 32 Queen Street. Tel. 62 and 577 (4 lines).

Maidenhead, Windsor and Sunningdale.—GIDDY & GIDDY, Tel. Nos. Maidenhead 53, Windsor 73, Ascot 73.

Newbury.—DAY, SHERGOLD & HERBERT, F.A.I., Est. 1889. Chartered Auctioneers and Estate Agents, Market Place, Newbury. Tel. Newbury 775.

Newbury.—DREWEATT, WATSON & BARTON. Est. 1759. Chartered Auctioneers, Estate Agents and Valuers, Market Place. Tel. 1.

Newbury and Hungerford.—A. W. NEATE & SONS. Est. 1876. Agricultural Valuers, Auctioneers, House and Estate Agents. Tel. Newbury 304 and 1620. Hungerford 8.

Reading.—HASLAM & SON, Chartered Surveyors and Valuers, Friar Street, Chambers. Tel. 54271/2.

Windsor and Reading.—BUCKLAND & SONS, High Street, Windsor. Tel. 48. And 154 Friar Street, Reading. Tel. 51370. Also at Slough and London, W.C.

BUCKINGHAMSHIRE

Amersham and The Chalfonts.—SWANNELL & SLY, Hill Avenue, Amersham. Tel. 73. Valuers, Auctioneers, etc.

Amersham, Chesham and Great Missenden.—HOWARD, SON & GOOCH, Auctioneers, Surveyors, and Estate Agents, Oakfield Corner, Amersham (Tel. 1430), and at Chesham 8097 and Great Missenden 2194.

Aylesbury.—PERCY BLACK & CO., Chartered Surveyors, Chartered Auctioneers and Estate Agents, 4 Temple Street. Tel. 4661/3.

Aylesbury.—W. BROWN & CO., 2 Church Street. Tel. 4706/7. Urban and Agricultural practice.

Aylesbury.—HAMNETT, RAFFETY & CO., Chartered Surveyors, Auctioneers and Estate Agents, 2a & 4 Temple Square. Tel. 4633/4.

Beaconsfield.—HAMNETT, RAFFETY & CO., Chartered Surveyors, Auctioneers and Estate Agents. Opposite the Post Office. Tel. 1290/1.

Farnham Common, Nr. Slough.—HAMNETT, RAFFETY & CO., Chartered Surveyors, Auctioneers and Estate Agents, The Broadway. Tel. 1062/3.

High Wycombe.—HAMNETT, RAFFETY & CO., Chartered Surveyors, Auctioneers and Estate Agents, 30 High Street. Tel. 2576/9.

BUCKINGHAMSHIRE (*continued*)

High Wycombe and South Bucks.—HUNT & NASH, Chartered Surveyors and Auctioneers, 15 Crendon Street. Tel. 884/5 (and at Slough).

High Wycombe and South Bucks.—H. MORCOM JONES & CO., F.A.I., Chartered Auctioneers, 86 Easton Street. Tel. 1404/5.

North Bucks.—WOODHOUSE NEALE, SONS & CO, Estate Agents and Valuers, Estate Offices, Bletchley. Tel. 2201/2.

Princes Risborough.—HAMNETT, RAFFETY & CO., Chartered Surveyors, Auctioneers and Estate Agents, High Street. Tel. 744/5.

Slough.—EDWARD & CHARLES BOWYER, Chartered Surveyors, 15 Curzon Street. Tel. Slough 20321/2.

Slough.—BUCKLAND & SONS, 26 Mackenzie St. Tel. 21307. Also at Windsor, Reading and London, W.C.1.

Slough.—HOUSEMANS, Estate and Property Managers, Surveyors, Valuers, House, Land and Estate Agents. Mortgage and Insurance Brokers, 46 Windsor Road. Tel. 25496. Also at Ashford, Middlesex.

Slough.—HUNT & NASH, Chartered Surveyors. 7 Mackenzie Street, Slough. Tel. 23295 (3 lines), also at High Wycombe.

Slough and Gerrards Cross.—GIDDY & GIDDY. Tel. Nos. Slough 23379, Gerrards Cross 3987.

CAMBRIDGESHIRE

Cambridge.—HOCKEY & SON (Est. 1885). Auctioneers and Surveyors, 8 Benett Street. Tel. 59455/6.

Cambridge and County.—WESTLEY & HUFF, Auctioneers, Surveyors and Valuers, 10 Hills Road, Cambridge. Tel. 55665/6.

CHESHIRE

Altrincham.—STUART MURRAY & CO., Auctioneers, etc., 8 The Downs. Tel. 2302/3. And at Manchester.

Birkenhead.—SMITH & SONS (Est. 1840), Auctioneers, Valuers. BIRKENHEAD (Tel. 1590); and at Liverpool.

Birkenhead and Wirral.—JAMES HARLAND & CO., Chartered Auctioneers, Chartered Surveyors and Estate Agents, Valuers, 46 Church Road, Birkenhead. Tel. 1597 (3 lines).

Chester.—BERESFORD, ADAMS & SON. (Est. 1899.) Auctioneers, Valuers and Surveyors, 22 Newgate Street. Tel. No. 23401.

Chester.—BROWNS OF CHESTER, LTD., Auctioneers, Valuers and Estate Agents, 103 Foregate Street. Tel. Chester 21495/6.

Chester.—HARPER, WEBB & CO. (Incorporating W. H. Nightingale & Son), Chartered Surveyors, 35 White Friars, Chester. Tel. Chester 20685.

Chester.—SWETENHAM, WHITEHOUSE & CO., Auctioneers, Estate Agents, Surveyors, Valuers, 5 St. Werburgh Street. Tel. 20422.

Congleton.—LOUIS TAYLOR & SONS, F.A.I., Chartered Auctioneers and Estate Agents, 21 High Street. Tel. 91.

Congleton.—W. J. WHITTAKER & CO., Incorporated Auctioneers, Valuers and Estate Agents, Congleton, Cheshire. Tel. 241.

Crewe.—HENRY MANLEY & SONS, LTD., Auctioneers & Valuers, Crewe (Tel. 4301) & Branches.

Macclesfield.—BROCKLEHURST & CO., Auctioneers, Valuers, Estate Agents, King Edward Street. Tel. 2183.

Nantwich, Northwich, Winsford & Tarporley.—JOSEPH WRIGHT, Auctioneers, Valuers and Estate Agents, 1 Hospital Street, Nantwich. Tel. 65410.

Northwich.—MARSH & SON, Auctioneers, Valuers, Estate Agents, 4 Bull Ring. Tel. 2216.

Stockport.—HOPWOOD & SON (Est. 1835), Chartered Auctioneers, Valuers, Estate Agents, 69 Wellington Road South. Tel. STO 2123.

CORNWALL

County of Cornwall.—JOHN JULIAN & CO., LTD. Established 1836. Auctioneers, Valuers, Estate Agents. Offices at Newquay, Truro, Falmouth and Wadebridge.

CORNWALL (*continued*)

County of Cornwall.—RUSSELL & HAMLEY, F.A.I. (C. J. HAMLEY, F.A.I., A. W. Russell, F.A.I.), 31 Town End, Bodmin. Tel. 346.

Falmouth.—R. E. PRIOR, F.R.I.C.S., F.A.I., Chartered Surveyor and Auctioneer, 3 Market Street, Falmouth. Tel. 1224.

Penzance, St. Ives, West Cornwall and Isles of Scilly.—W. H. LANE & SON, F.A.L.P.A. The Estate Offices, Morrab Road, Penzance. Tel. Penzance 2286/7.

Redruth.—A. PEARSE JENKIN & PARTNERS. Est. 1760. Auctioneers, Surveyors and Valuers, Alma Place.

St. Austell and Looe.—LAMPSHIRE & NANCOLLAS, Chartered Auctioneers and Estate Agents. St. Austell 3254/5. Looe 309.

St. Austell, Lostwithiel and Liskeard.—ROWSE, JEFFERY & WATKINS, Auctioneers, Valuers, Surveyors and Estate Agents. St. Austell 3483/4. Lostwithiel 451 and 245. Liskeard 2400.

Truro, Mid and West Cornwall.—R. G. MILLER & CO., Auctioneers, Valuers and Estate Agents. Established 1934. R. G. Miller, F.V.I., A. L. Miller, A.A.I., 6 King Street. (Phone Truro 2503.)

DERBYSHIRE

Derby.—ALLEN & FARQUHAR, Chartered Auctioneers and Estate Agents, Derwent House, 39 Full Street. Tel. Derby 45645 (3 lines).

DEVONSHIRE

Axminster.—**25-mile radius.**—TAYLOR & CO., Auctioneers, Valuers, Surveyors, Estate Agents. Tel. 2323/4.

Axminster, East Devon, South Somerset and West Dorset Districts.—R. & C. SNELL, Chartered Auctioneers, Estate Agents, Valuers and Surveyors, Axminster (Devon), Chard (Somerset) and Bridport (Dorset).

Barnstaple and N. Devon.—BRIGHTON GAY, F.A.L.P.A. Surveyors, Valuers, Auctioneers, Joy Street, Barnstaple. Tel. 4131.

Barnstaple and N. Devon.—J. GORDON VICK, F.R.I.C.S., F.A.I., Chartered Surveyor, Chartered Auctioneer. Tel. 4388.

Bideford and North Devon.—R. BLACKMORE & SONS, Chartered Auctioneers and Valuers. Tel. 1133/1134.

Bideford and North Devon.—A. C. HOOPER & CO., Estate Agents and Valuers. Tel. 708.

Brixham and Torbay.—FRED PARKES, F.A.L.P.A., Estate Agent, Auctioneer and Valuer, 15 Bolton Street. Tel. 2036.

Devon and Exeter.—GUY MICHELMORE & CO. Norwich Union House, Exeter. Tel. 76464/5.

Devon, Exeter and S.W. Counties.—RICKEARD, GREEN & MICHELMORE, Estate Agents, Auctioneers, Surveyors and Valuers, 82 Queen Street, Exeter. Tel. 74072 (2 lines).

Exeter.—RIPPON, BOSWELL & CO., Incorporated Auctioneers and Estate Agents, Valuers and Surveyors. Est. 1884. Tel. 59378 (3 lines).

Ilfracombe.—W. C. HUTCHINGS & CO., Incorporated Auctioneers, Valuers and Estate Agents. Est. 1887. Tel. 138.

Okehampton, Mid Devon.—J. GORDON VICK, Chartered Surveyor, Chartered Auctioneer. Tel. 22.

Paignton, Torbay and South Devon.—TUCKERS Auctioneers and Surveyors, Paignton. Tel. 59024.

Plymouth.—D. WARD & SON, Chartered Surveyors, Land Agents, Auctioneers and Valuers. (Est. 1872.) 11 The Crescent, Plymouth. Tel. 66251/4.

Sidmouth.—POTBURY & SONS, LTD., Auctioneers, Estate Agents and Valuers. Tel. 14.

(*Continued on p. xix*)

Stopping up of Highways Orders, 1961—*continued*
County of Kent (No. 23). (S.I. 1961 No. 2087.) 6d.
County of Lancaster (No. 29). (S.I. 1961 No. 2088.) 6d.
City and County Borough of Leeds (No. 11). (S.I. 1961 No. 2076.) 6d.
London (No. 45). (S.I. 1961 No. 2089.) 6d.
County of Northampton (No. 7). (S.I. 1961 No. 2094.) 6d.
County of Northumberland (No. 2). (S.I. 1961 No. 2109.) 6d.
County of Stafford (No. 10). (S.I. 1961 No. 2085.) 6d.
County of Warwick (No. 4). (S.I. 1961 No. 2110.) 6d.
County of York, North Riding (No. 4). (S.I. 1961 No. 2111.) 6d.

Draft **Teachers Superannuation** (Foreign Office (German Section)) (Revocation) Scheme, 1961. 6d.

Draft Teachers Superannuation (Royal Air Force (Civilian)) Scheme, 1961. 6d.

Valuation Timetable (Scotland) Order, 1961. (S.I. 1961 No. 2083 (S.117).) 6d.

Wages Regulation (Licensed Residential Establishment and Licensed Restaurant) Order, 1961. (S.I. 1961 No. 2081.) 2s. 3d.

Wages Regulation (Toy Manufacturing) Order, 1961. (S.I. 1961 No. 2118.) 11d.

SELECTED APPOINTED DAYS

November
24th Housing Act, 1961.

CORRESPONDENCE

[The views expressed by our correspondents are not necessarily those of " The Solicitors' Journal "]

Cement Makers' Federation Agreement

Sir,—In the article published in your issue of 3rd November (p. 918), reviewing the year's work in the Restrictive Practices Court, your contributor refers to " the partial success of the Cement Makers' Federation " and later states in a direct reference to that case that " the manufacturers were to some extent successful in justifying the restrictive clauses in their agreement."

As a matter of record, the concluding statement of the judgment in the case reads :—

" In the result, therefore, the respondents have satisfied us that the main price-fixing conditions, other than those providing for general rebates to large users and large merchants, are not contrary to the public interest, and that the ancillary restrictions, other than that relating to the prohibition upon the quotations and contracts for the supply of cement for periods exceeding twelve months, are also not contrary to the public interest. The restrictions relating to rebates to large users and large purchasers and the minor ancillary restrictions just mentioned are contrary to the public interest and accordingly void."

It is not the federation's view that this decision represented the " partial " or limited success that your contributor suggests.

SYDNEY MORSE & CO.

London, E.C.1.

" THE SOLICITORS' JOURNAL," 16th NOVEMBER, 1861

ON 16th November, 1861, THE SOLICITORS' JOURNAL reported the speech delivered to the 104 articled clerks about to sit for their examination in The Law Society's Hall by Master Templer, the chief examiner : " It is a subject of congratulation that you have arrived thus far in the journey of your profession ; periods of probation are always trying, and I trust that you may all have so far mastered what is necessary to pass this examination that the period of probation may now be regarded as past . . . I for one . . . abhor all cramming and I hold very cheaply the system of competitive examination which is nowadays begun almost in the nursery and thought so highly of in some quarters as a test. It is not to be expected . . . that a youth of twenty or twenty-one should have exhausted those stores of learning which Coke speaks of as requiring . . . *lucubrationes viginti annorum*, and those twenty years could begin at the period of life on which you are now but entering. In this view the papers before you have been prepared . . . and . . . there are other qualifications which no examinations can reach, but which constitute the highest requisites of the honourable profession to which you aspire . . . those qualities of heart and feeling that constitute the gentleman . . . I need not remind you of men who, beginning as attorneys, have attained high positions in the State. The portrait of Lord Chancellor Truro hangs before you on these walls . . . His example may well stimulate your ambitions . . . for never man won high place with more unremitting labour ; not, however, at the expense of his childhood or his youth . . . but by the full-grown energies . . . of the man, for he was between thirty and forty years of age when he was called to the Bar . . . You will now proceed with your papers and I trust with such success that while to some we may award honours, there may be no failure to any."

DOUBLE TAXATION AGREEMENTS

PAKISTAN. The double taxation agreement between the United Kingdom and Pakistan, signed in London on 24th April, 1961, was published on 2nd November as a Schedule to a draft Order in Council. The agreement provides for the avoidance of double taxation of income and profits, and is expressed to take effect in the United Kingdom from 6th April, 1960. It replaces the agreement signed on 10th June, 1955.

PORTUGAL. The double taxation agreement between the United Kingdom and Portugal for the avoidance of double taxation of shipping and air transport profits which was signed in Lisbon on 31st July, 1961, was published on 2nd November as a Schedule to a draft Order in Council. It is expressed to take effect from 1st April, 1952.

JAPAN. Following earlier discussions in 1956 and 1959, negotiations for a double taxation convention between Japan and the United Kingdom were held in Tokyo from 23rd October to 7th November. Agreement was reached at the official level, subject to further consideration of certain points. A draft convention was initialled accordingly.

STREET BETTING : HEAVIER PENALTIES

From 1st December, 1961, the heavier penalties for street betting authorised by s. 6 of the Betting and Gaming Act, 1960, will be in force. This is the effect of the Betting and Gaming Act, 1960 (Commencement No. 2) Order, 1961 (S.I. 1961 No. 2092). The increases are made by way of amendment to the Street Betting Act, 1906. For a first offence, the maximum fine is increased from £10 to £100. The new penalties for a second or subsequent offence will be a maximum fine of £200, or imprisonment not exceeding three months, or both.

The making of this order means that the whole of the 1960 Act will be in force on 1st December next.

LAW SOCIETY LUNCHEON

The President of The Law Society, Mr. Arthur J. Driver, gave a luncheon party on 9th November at 60 Carey Street, London, W.C.2. The guests were : Mr. Justice Thompson, Mr. Justice Dennison (Northern Rhodesia), Sir George Harvie-Watt, Q.C., Sir William Coldstream, Mr. Cyril W. Warwick, Mr. Terence T. Cuneo, Mr. C. M. R. Peecock, Mr. D. I. Wilson and Sir Thomas Lund.

NOTES AND NEWS

BEQUESTS OF BODIES

The following information should assist solicitors consulted by clients wishing to leave their bodies, or parts of their bodies such as their eyes, for therapeutic purposes or for medical research.

The Anatomy Act, 1832, makes provision for the removal of a body to a medical school for anatomical examination. This examination comprises the study of the normal structure of the body and may extend over any period up to a maximum of two years. Certain anatomy forms must be completed and posted before removal can be effected, and these forms, together with directions for the guidance of the executor or next of kin, can be obtained from the Inspector of Anatomy, Ministry of Health, Savile Row, London, W.1 (in Scotland, Department of Health for Scotland, St. Andrews House, Edinburgh, 1) or the nearest medical school. No guarantee can be given that a bequest will be accepted. Should a post-mortem have been performed on the body it would be impossible to preserve it. Should the ravages of disease be extensive, as in some cases of cancer, the body would be unsuitable for anatomical examination. The expenses of removal and subsequent burial are borne by the medical school which receives the body but it must be realised that the funeral provided is very simple. If cremation or any amplification of the funeral arrangements is desired it is expected that the executor or next of kin will meet the additional expenditure involved.

The Human Tissue Act, 1961, makes provision for the removal of a body to a hospital so that any part or a specified part of the body can be utilised for therapeutic purposes, for the purposes of research or as museum specimens. The part or parts removed may be retained indefinitely but the remains are available for burial within the period which normally obtains. No forms need be completed by the executor or next of kin such as are required by the Anatomy Act. The testator, however, must give written notice of his wishes to his executor or next of kin and, should he be admitted to hospital, to the hospital staff. Again no guarantee can be given that a bequest will be accepted. Removal of any part of a body must be effected with the minimum of delay and circumstances may make it impossible to respect the wishes of the deceased. The expenses of removal of the body to and from the hospital will be borne by the hospital concerned but it is expected that the relatives will wish to make their own arrangements for burial.

The Royal National Institute for the Blind, in collaboration with the Health Departments, have published a form suitable for completion by a person willing to bequeath his eyes for therapeutic purposes. Forms are available upon request to the Institute at 224 Great Portland Street, London, W.1.

HIGH COURT JUDGES

Mr. ROGER FRAY GREENWOOD ORMROD, Q.C., has been appointed a Justice of the High Court of Justice, attached to the Probate, Divorce and Admiralty Division. Mr. Justice Marshall is being transferred to the Queen's Bench Division.

The honour of knighthood has been conferred upon Mr. JUSTICE MACKENNA, Mr. JUSTICE MOCATTA, O.B.E., and Mr. JUSTICE THOMPSON.

COUNTY COURT REGISTRARS

Mr. NEVILLE GRANGER HERFORD ATKINSON, registrar of Birkenhead, Chester and Runcorn county courts and district registrar in the district registry of the High Court of Justice in Birkenhead and Chester, has been appointed registrar of Plymouth, Kingsbridge, Liskeard and Tavistock county courts and district registrar in the district registry of the High Court of Justice in Plymouth, as from 25th October, in succession to the late Mr. E. S. Dobell.

Mr. MICHAEL BIRKS has been appointed registrar of Birkenhead, Chester and Runcorn county courts and district registrar in the district registries of the High Court of Justice in Birkenhead and Chester, as from 25th October.

Mr. HENRY MAKIN DRAPER, registrar of Northampton, Bletchley and Leighton Buzzard, Kettering, Market Harborough, Rugby and Wellingborough county courts and district registrar in the district registry of the High Court of Justice in Northampton, has been appointed registrar of Buckingham county court, in succession to Mr. S. E. Wilkins, who retired on 31st October.

Mr. ARTHUR ROBERT CHARLES KIRTLAN, registrar of Shrewsbury, Oswestry, Wellington, Welshpool and Whitchurch county courts and district registrar in the district registry of the High Court of Justice in Shrewsbury, has been appointed registrar of Bridgnorth county court, in succession to Mr. J. H. N. Collis.

Mr. BASIL GEOFFREY SPENCER LIMBREY has been appointed registrar of Worcester, Bromsgrove, Bromyard, Evesham, Great Malvern, Kidderminster and Redditch county courts and district registrar in the district registry of the High Court of Justice in Worcester, in succession to Mr. H. H. Foster, who retired on 31st October.

Mr. RICHARD RIEU has been appointed registrar of Watford, Amersham, Aylesbury, High Wycombe and St. Albans county courts, in succession to Mr. A. N. Clark and Mr. S. E. Wilkins, both of whom retired on 31st October.

ART EXHIBITION

The winner of the third prize at the recent exhibition at The Law Society was Mr. R. L. Adam, who practises primarily in Liverpool, and not as stated at p. 934, *ante*.

PRELIMINARY EXAMINATION

At The Law Society's preliminary examination held on 9th October seventeen out of forty-two candidates passed.

Societies

The BROMLEY AND DISTRICT LAW SOCIETY held their annual general meeting at the Hackwood Hotel on 31st October. Mr. C. E. Lloyd, the retiring president, reported on the activities of the society during the past year. The following officers were elected for the forthcoming year: president, Mr. A. T. Johnson; vice-presidents, Messrs. Brazil and Cheeseman; committee members, Messrs. Cullen, Dowding, Harper, Maughan, McAdam, Sachs and Willett; hon. treasurer, Mr. W. A. Bowes-Smith; and hon. secretary, Mr. J. H. Gunson.

The HASTINGS AND DISTRICT LAW SOCIETY held their annual dinner at the Queen's Hotel, Hastings, on 27th October. There were 220 members and guests present, including the president, Mr. E. Willings, Mr. Justice and Lady Stephenson, The Rt. Hon. Lord Dunboyne and Lady Dunboyne and Sir Thomas Lund, C.B.E., Secretary of The Law Society.

THE LAWYERS CHRISTIAN FELLOWSHIP will hold their next quarterly meeting at The Law Society's Hall, Bell Yard, W.C.2, on Tuesday, 21st November, 1961, at 6.30 p.m. Tea will be available from 5.30 p.m. The meeting will be addressed by Mr. H. W. Bird, senior probation officer for Bromley district, on "The Work of a Probation Officer," and all lawyers, law students and visitors are welcome.

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(*Continued on p. xx*)

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Northampton and Daventry.—MERRY, SONS & CO., LTD., Auctioneers, Valuers and Estate Agents, 9 Fish Street, Northampton. Tel. 136. 33 Sheaf Street, Daventry. Tel. 336.

Northampton and District.—WOODS & CO., F.A.I. Chartered Auctioneers and Estate Agents, Valuers, 18 Castilian Street, Northampton. Tel. 3300/1. Established 85 years.

Peterborough and District.—DAKING & DAKING., Est. 1887. Auctioneers, Valuers, Surveyors and Estate Agents, Broadway, Peterborough. Tel. 5245/6.

Peterborough and District.—FOX & VERGETTE, Auctioneers, Valuers, Surveyors and Estate Agents, 16 Priestgate. Tel. 4261/2. Est. over 150 years.

Peterborough and Adjoining Counties.—NORMAN WRIGHT & PARTNERS, Surveyors and Auctioneers, 26 Priestgate, Peterborough. Tel. 5695/6.

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Newcastle upon Tyne, covering the North.—HINDMARSH, HEPPELL & BOURN (Est. 1862), Chartered Auctioneers and Estate Agents, Surveyors, 61 Westgate Road, Newcastle upon Tyne. And at Wallsend-on-Tyne.

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HINDMARSH & PARTNERS, Chartered Surveyors, Valuers, Auctioneers and Estate Agents, 49 Park View, Whitley Bay (Tel. 2351/2), 107 Northumberland St., Newcastle (Tel. 610081 (4 lines)). And at Gateshead and Alnwick.

Newcastle.—DAVID A. LARMOUR & SON, F.R.I.C.S., F.A.I., Saville Row. Tel. Newcastle 20727/8.

WALLHEAD GRAY & COATES, Chartered Auctioneers and Estate Agents, Surveyors and Valuers, 84 Pilgrim Street, Newcastle. (Tel. 27471/2.) 75 West Street, Gateshead. (Tel. 72197.) 7 Priestpopple, Hexham. (Tel. 302.) 26 Frederick Street, Sunderland. (Tel. 2544.)

NOTTINGHAMSHIRE

Newark.—EDWARD BAILEY & SON, F.A.I., Chartered Auctioneers and Estate Agents, Surveyors and Valuers, 7 Kirkgate, Newark. Tel. 39.

Nottingham.—ROBERT CLARKE & CO., Chartered Surveyors and Rating Valuers, Oxford Street. Tel. 42534/5.

Nottingham.—WALKER, WALTON & HANSON, Chartered Surveyors and Valuers, Chartered Auctioneers and Estate Agents, Byard Lane. Est. 1841. Tel. Nottingham 54272 (7 lines).

Retford.—HENRY SPENCER & SONS, Auctioneers, 20 The Square, Retford, Notts. Tel. 531/2. And at 4 Paradise Street, Sheffield. Tel. 25206. And 91 Bridge Street, Worksop. Tel. 2654.

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Bicester, Thame and Oxford.—E. P. MESSENGER & SON, Chartered Surveyors, Auctioneers, Valuers, etc. Thame 263/4; Bicester 10; and Oxford 47281.

Oxford and District.—BUCKELL & BALLARD. Est. 1887. R. B. Ballard, F.A.L.P.A., H. I. F. Ryan, F.R.I.C.S., F.A.I., H. S. Ballard, A.R.I.C.S., F.A.I., 58 Cornmarket Street, Oxford. Tel. 44151, and at Wallingford, Berks. Tel. 3205.

Oxford, Banbury and surrounding districts.—E. J. BROOKS & SON, F.A.I. (Established 1840), Chartered Auctioneers and Estate Agents, Surveyors and Valuers, "Gloucester House," Beaumont Street, Oxford. (Tel. 4535/6) and 54 Broad Street, Banbury (Tel. 2670).

Thame and District.—PERCY BLACK & CO., Chartered Surveyors, Chartered Auctioneers and Estate Agents, 60 North Street. Tel. 288.

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Craven Arms.—JACKSON & McCARTNEY, Chartered Auctioneers, Valuers and Estate Agents. Tel. 2185.

Shrewsbury.—HALL, WATERIDGE & OWEN, LTD., Chartered Auctioneers, Valuers and Estate Agents. Tel. 2081.

Shrewsbury and South Shropshire.—DEAKIN & COTTERILL, 8 Wyle Cop, Shrewsbury, Auctioneers, Estate Agents and Valuers. Tel. 5306 and 2313. And at Church Stretton.

Wellington.—BARBER & SON, Auctioneers, Valuers, Surveyors and Estate Agents, 1 Church Street. Tel. 27 and 444 Wellington.

Whitchurch.—JOSEPH WRIGHT, Auctioneers, Valuers and Estate Agents, 16 Watergate Street, Whitchurch. Tel. 2962 and 2157.

SOMERSET

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Bath and District.—Estate Agents, Auctioneers and Valuers, Valuations for Probate, Mortgage, etc. HALLETT & CO., 3 Wood Street, Queen Square, Bath. Tel. 3779 and 2118.

Bath and District.—JOLLY & SON, LTD. (Est. 1825.) Estate Agents and Valuers, Funeral Directors, Probate Valuers, Chattell Auction Rooms, Milsom Street, Bath. (Tel. 3201.)

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Bath and South West.—CRISP'S ESTATE AGENCY (C. Cowley, F.V.I., Incorporated Surveyor and Valuer, J. L. Cowley, A.A.I., Chartered Auctioneer and Estate Agent) (Est. 1879), Abbey Chambers, York Street, Bath. Tel. 3606 and 61706.

Crewkerne.—25 miles radius.—TAYLOR & CO., Auctioneers, Valuers, Surveyors, Estate Agents. Tel. 546.

Taunton and District.—C. R. MORRIS, SONS AND PEARD, Land Agents, Surveyors, Valuers, Auctioneers, 6a Hammet Street. Tel. 2546. North Curry. Tel. 319.

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Weston-super-Mare and District.—MASTERS & CO., F.R.I.C.S., F.A.I., Chartered Surveyors, Chartered Auctioneers and Estate Agents, 5 High Street. Tel. 6443/4.

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(*Continued on p. xxi*)

REGISTER OF

Auctioneers, Valuers, Surveyors, Land and Estate Agents

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Couisdon.—SINDEN, TOMKINS & KING, F.A.L.P.A., Valuers, Surveyors and Estate Agents, 26 Chipstead Valley Road. Tel. UPLANDS 0600.

Croydon.—BLAKE, SON & WILLIAMS. Est. 1798. Chartered Auctioneers and Estate Agents, Surveyors and Valuers, 51 High Street, Croydon. CROydon 7155/6.

Croydon, Addiscombe and Area.—BOWDITCH & GRANT. (Est. 1881.) Surveyors, Valuers, Auctioneers, 103/105 George Street, Croydon. Tel. CRO 0138/9.

Croydon and District.—JOHN P. DICKINS & SONS, Surveyors, Valuers and Estate Agents. Est. 1862. 2 and 4 George Street, Croydon. CROydon 3128/29/20.

Croydon and London.—HAROLD WILLIAMS AND PARTNERS, Chartered Surveyors, Valuers, Chartered Auctioneers and Estate Agents, 80 High Street, Croydon. Tel. Croydon 1931. And at Temple Chambers, Temple Avenue, E.C.4. Tel. Ludgate Circus 9288.

Croydon and Sutton.—SAINT, SYMINGTON AND STEDMAN, Surveyors, Auctioneers and Valuers. 106 High Street, Croydon. Tel. CRO 2216/7. And at 6 Cheam Road, Sutton. Tel. VIG 7616/7.

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Dorking.—WHITE & SONS, 104 High Street. Agricultural and General Surveyors and Valuers. Tel. 3255.

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Dorking and Reigate.—A. R. & J. GASCOIGNE-PEES, F.A.L.P.A., Auctioneers, Estate Agents and Surveyors, 258/260 High Street, Dorking. Tel. 4071/2. 6 Church Street, Reigate. Tel. 4422/3. And at Leatherhead and Epsom.

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Kingston.—NIGHTINGALE, PAGE & BENNETT, Est. 1825, Chartered Surveyors, 18 Eden Street. Tel. KIN 3356.

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Oxshott.—W. J. BELL & SON, Chartered Surveyors, Valuers, Auctioneers and Estate Agents, 51 High Street, Esher. Tel. Esher 4331 (2 lines).

Redhill and Merstham.—E. H. BENNETT & PARTNERS, Auctioneers and Valuers. Tel. Redhill 3672. Merstham 2234/5.

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Thornton Heath.—DOUGLAS GRAHAM & CO., Estate Agents and Property Managers, 808 London Road. Tel. THO 3888 (4 lines). And at Norbury, Sutton and Piccadilly, W.1.

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Walton.—MANN & CO., Est. 1891, 30 High Street. Tel. 2331/2. Offices throughout West Surrey.

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Walton/Weybridge.—WARING & CO., Est. 1890. Surveyors, Estate Agents, Auctioneers and Valuers. Tel. Walton-on-Thames 24151/2.

West Byfleet.—MANN & CO., incorporating Ewbank and Co., Est. 1891. Tel. 3288/9. Offices throughout West Surrey.

Weybridge.—EWBANK & CO., in association with Mann and Co. Est. 1891. Tel. 2323/5. Offices throughout West Surrey.

Weybridge and District.—J. E. PURDIE & SON, Chartered Surveyors and Estate Agents, 1 and 3 Queens Road, Weybridge. Tel. 3307 (3 lines), and at Walton-on-Thames.

Weybridge and District.—WATERER & SONS, Chartered Auctioneers and Estate Agents, Surveyors, etc. Tel. 3838/9.

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SURREY (*continued*)

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Bexhill-on-Sea.—JOHN BRAY & SONS (Est. 1864), Estate Agents, Auctioneers and Valuers, 1 Devonshire Square. Tel. 14.

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Brighton.—MELLOR & MELLOR, Chartered Auctioneers and Estate Agents, 110 St. James's Street. Tel. 682910.

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Crowborough.—DONALD BEALE & CO., Auctioneers, Surveyors and Valuers. The Broadway. Tel. Crowborough 3333.

Eastbourne.—FRANK H. BUDD, LTD., Auctioneers, Surveyors, Valuers, 1 Bolton Road. Tel. 1860.

Eastbourne.—A. C. DRAYCOTT, Chartered Auctioneers and Estate Agents, 12 Gildredge Road. Tel. Eastbourne, 1285.

Eastbourne.—HEFFORD & HOLMES, F.A.I., Chartered Auctioneers and Estate Agents, 51 Gildredge Road. Tel. Eastbourne 7840.

Eastbourne.—OAKDEN & CO., Estate Agents, Auctioneers and Valuers, 24 Cornfield Road. Est. 1897. Tel. 1234/5.

Eastbourne and District.—FARNHAM & CO., Auctioneers, Estate Agents and Valuers, 6 & 44 Terminus Road, Eastbourne. Tel. 4433/4/5. Branch at 73 Eastbourne Road, Lower Willingdon, and 4 Grand Parade, Polegate.

East Grinstead.—Messrs. P. J. MAY (P. J. May and A. L. Apthorp, F.R.I.C.S., F.A.I., M.R.San.I.), 2 London Road. Tel. East Grinstead 315/6.

East Grinstead.—TURNER, RUDGE & TURNER, Chartered Surveyors. Tel. East Grinstead 700/1.

Hassocks and Mid-Sussex.—AYLING & STRUDWICK, Chartered Surveyors. Tel. Hassocks 082/3.

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Hastings, St. Leonards and East Sussex.—WEST (Godfrey, F.R.I.C.S., F.A.I.) & HICKMAN, Surveyors and Valuers, 50 Havelock Road, Hastings. Tel. 6688/9.

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Horsham.—KING & CHASEMORE, Chartered Surveyors, Auctioneers, Valuers, Land and Estate Agents. Tel. Horsham 3355 (3 lines).

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(Continued on p. xxii)

REGISTER OF

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SUSSEX (*continued*)

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Worthing.—HAWKER & CO., Chartered Surveyors, Chapel Road, Worthing. Tel. Worthing 1136 and 1137.

Worthing.—PATCHING & CO., Est. over a century. Tel. 5000. 5 Chapel Road.

Worthing.—JOHN D. SYMONDS & CO., Chartered Surveyors, Revenue Buildings, Chapel Road. Tel. Worthing 623/4.

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Kendal.—MICHAEL C. L. HODGSON, Auctioneers and Valuers, 10a Highgate. Tel. 1375.

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YORKSHIRE (*continued*)

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Hull.—EXLEY & SON, F.A.L.P.A. (Incorporating Officer and Field), Valuers, Estate Agents, 70 George Street. Tel. 3399/2.

Leeds.—SPENCER, SON & GILPIN, Chartered Surveyors, 132 Albion Street, Leeds, 1. Tel. 30171.

Scarborough.—EDWARD HARLAND & SONS, 4 Aberdeen Walk, Scarborough. Tel. 834.

Sheffield.—HENRY SPENCER & SONS, Auctioneers, 4 Paradise Street, Sheffield. Tel. 25206. And at 20 The Square, Retford, Notts. Tel. 531/2. And 91 Bridge Street, Worksop. Tel. 2654.

SOUTH WALES

Cardiff.—DONALD ANSTEE & CO., Chartered Surveyors, Auctioneers and Estate Agents, 91 St. Mary Street, Tel. 30429.

Cardiff.—S. HERN & CRABTREE, Auctioneers and Valuers. Established over a century. 93 St. Mary Street. Tel. 29383.

Cardiff.—J. T. SAUNDERS & SON, Chartered Auctioneers & Estate Agents. Est. 1895. 16 Dumfries Place, Cardiff. Tel. 20234/5, and Windsor Chambers, Penarth. Tel. 22.

Cardiff.—JNO. OLIVER WATKINS & FRANCIS, Chartered Auctioneers, Chartered Surveyors, 11 Dumfries Place. Tel. 33489/90.

Swansea.—E. NOEL HUSBANDS, F.A.I., 139 Walter Road. Tel. 57801.

Swansea.—ASTLEY SAMUEL, LEEDER & SON (Est. 1863), Chartered Surveyors, Estate Agents and Auctioneers, 49 Mansel Street, Swansea. Tel. 55891 (4 lines).

NORTH WALES

Denbighshire and Flintshire.—HARPER WEBB & CO., (incorporating W. H. Nightingale & Son), Chartered Surveyors, 35 White Friars, Chester. Tel. 20685.

Wrexham, North Wales and Border Counties.—A. KENT JONES & CO., F.A.I., Chartered Auctioneers and Estate Agents, Surveyors and Valuers. The Estate Offices, 43 Regent Street, Wrexham. Tel. 3483/4.

Classified Advertisements

PUBLIC NOTICES—INFORMATION REQUIRED—CHANGE OF NAME
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APPOINTMENTS VACANT—APPOINTMENTS WANTED—PRACTICES AND PARTNERSHIPS and all other headings
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Advertisements should be received by first post Wednesday for inclusion in the issue of the same week and should be addressed to THE ADVERTISEMENT MANAGER, SOLICITORS' JOURNAL, OYEZ HOUSE, BREAMS BUILDINGS, FETTER LANE, E.C.4. CHAncery 6855

PUBLIC NOTICES

APPOINTMENT OVERSEAS

GOVERNMENT OF TANGANYIKA

Applications are invited from Solicitors under age 55 for appointment as ASSISTANT REGISTRAR-GENERAL, Tanganyika.

Qualifications: Candidates should have not less than one year's professional experience since Admission, including some experience in conveyancing and/or commercial law. A knowledge of the German language is desirable.

Terms of Appointment: On contract for one tour of 21–27 months in the first instance, with gratuity payable at the rate of 25 per cent. of total substantive emoluments drawn on completion of satisfactory engagement.

Emoluments: In the scale of £1,221–£2,448 (inclusive of inducement pay) per annum with entry point determined by approved experience. Free passages, generous leave. Taxation at local rates. Free medical attention.

Further particulars and application form from the Director of Recruitment, Department of Technical Co-operation, Carlton House Terrace, London, S.W.1, quoting reference RC.204/145/02/N2. Applicants should state full names, and give brief particulars including age, dates of qualifications and Admission.

WEST SUFFOLK COUNTY COUNCIL

APPOINTMENT OF ASSISTANT SOLICITOR

Applications are invited for the post of assistant Solicitor. Salary within scale £1,320–£1,670. This post for which previous local government experience is not essential offers a good opportunity to a recently qualified solicitor to obtain experience in county administration. Applications, with the names and addresses of two referees, to the Clerk of the County Council, Shire Hall, Bury St. Edmunds, by 2nd December, 1961.

CITY OF SALFORD

CONVEYANCING CLERK

Applications are invited for the position of Conveyancing Clerk (Unadmitted). Previous municipal experience is not essential. Salary according to experience and qualifications within the scale £960 to £1,310.

The appointment is superannuable and subject to a satisfactory medical examination. Housing accommodation may be provided if required.

Applications, with the names of two referees, to the Town Clerk, Town Hall, Salford, 3, not later than 25th November, 1961.

CITY AND COUNTY OF BRISTOL

CONVEYANCING CLERK

Applications invited for post of Conveyancing Clerk Grade A.P.T. III (£960—£1,140). Five-day week; superannuation; assistance with removal expenses. Candidates should have sound knowledge of all aspects of conveyancing.

Applications giving full particulars of age, experience, qualifications, present position and salary with names of two referees to Town Clerk, Council House, Bristol 1, by 30th November.

BOROUGH OF ENFIELD

TOWN CLERK'S DEPARTMENT

APPOINTMENT OF LEGAL ASSISTANTS

Applications are invited for two newly created posts of Legal Assistant at a salary in accordance with the A.P.T. Division Grade II (£815—£960 per annum), of the National Joint Council's Scales, plus London Weighting. Five-day week.

Particulars of the Appointment and Form of Application may be obtained from, and should be returned to the undersigned on or before noon on Monday, the 27th November, 1961, in an envelope endorsed "LEGAL ASSISTANT."

CYRIL E. C. R. PLATTEN,
Town Clerk.

Civic Centre,
Enfield.

CITY OF ROCHESTER

ASSISTANT SOLICITOR

Assistant Solicitor required in the office of the Town Clerk at a salary within Scale "A" (£1,365—£1,565). Commencing salary according to qualifications and experience.

Housing accommodation will be made available if required and removal expenses repaid after one year's service. Five-day week.

Applications giving details of age, qualifications, education and experience together with the names of two referees to be received by the undersigned by Friday, 1st December, 1961.

PHILIP H. BARTLETT,
Town Clerk.

Guildhall,
Rochester.

MIDDLESEX COUNTY COUNCIL

CLERK'S DEPARTMENT

CONVEYANCING ASSISTANT is required for conveyancing and general legal duties. A.P.T. II (£815–£960 and London Weighting of £40 per annum if over 26, £25 if 21/25 years). Pensionable; prescribed conditions of service; 5-day week. Written application with details of age, experience, etc., should reach The Clerk of the County Council (ref. C), Middlesex Guildhall, Parliament Square, S.W.1, by 25th November, 1961 (Quote H. 885 S.J.)

METROPOLITAN BOROUGH OF CAMBERWELL

ASSISTANT SOLICITOR

Salary £1,355–£1,525 according to experience (Grade A.P.T. V of the National Scales). Permanent post. Superannuation. Local Government experience not essential. Particulars and application form from Town Clerk, Town Hall, S.E.5. Closing date 27th November, 1961.

BOROUGH OF BECKENHAM

LEGAL ASSISTANT required in Town Clerk's Department. Salary within Grades A.P.T. I–II (£645–£960 p.a.) plus London weighting. Some legal experience in Local Government or private practice desirable. Possibility of articles later in a suitable case.

Written applications giving particulars of previous experience and names of two referees to reach the Town Clerk, Town Hall, Beckenham, Kent by Monday, 27th November.

NEW SCOTLAND YARD

PROSECUTING SOLICITORS on permanent staff of Solicitor's Department. Age 24–40. Starting salary £1,150 at age 24 to £1,703 at age 35 (or over). Scale maximum £1,937. Non-contributory pension. Good prospects of promotion. No previous experience required of criminal prosecutions. Particulars from Secretary, Room 165 (LA), New Scotland Yard, S.W.1.

CITY OF PLYMOUTH

CONVEYANCING CLERK

Applications are invited from persons with good conveyancing experience (not necessarily in local government) for the above appointment, Grade A.P.T. III (960–£1,140). Post pensionable and subject to medical examination. Apply giving details of experience, qualifications, present and previous employment and names of two referees to the Town Clerk, Pounds House, Peverell, Plymouth, before Wednesday, 22nd November.

BOROUGH OF HARROW

APPOINTMENT OF LAW AND MUNIMENTS CLERK

Applications are invited for the appointment of Law and Muniments Clerk in my Department. Salary Scale A.P.T. II, £815 to £960 p.a. plus London Weighting. General legal experience, including conveyancing, necessary.

Application forms obtainable from me to be returned not later than 27th November, 1961.

DAVID PRITCHARD,
Town Clerk.

Council Offices,
Harrow Weald Lodge,
92 Uxbridge Road,
Harrow Weald,
Middlesex.

APPOINTMENTS VACANT

CITY Solicitors require Managing Clerk for Conveyancing department; preferably fully experienced and capable of undertaking work without supervision, but less experienced assistant would be considered; good salary appropriate to general capability of applicant. —Box 8207, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

LEIGH-ON-SEA. — Progressive Private Practice—Experienced admitted or unadmitted Conveyancing Assistant required. Pension Scheme. Congenial working conditions. Write stating experience.—Box 8208, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

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continued on p. xxiv

Classified Advertisements

continued from p. xxiii

APPOINTMENTS VACANT—*continued*

MEDIUM-SIZED City firm require Assistant Solicitor for Conveyancing department; must be able and willing to undertake considerable volume of work; age preferably under 30; commencing salary up to £1,250 p.a. congenial office; good prospects.—Box 8206, Solicitors' Journal, Oyez House, Breams Building, Fetter Lane, E.C.4.

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giving age, present remuneration and details of education and experience.

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COSTS Clerk required by leading City firm. Salary up to £1,100. Pension Scheme. Luncheon vouchers. Three weeks' holiday. Write Box 8211, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

EAST ANGLIA.—Assistant Solicitor required for busy old established general practice in rapidly expanding town; mainly conveyancing and probate, but also able to assist generally (including some advocacy); write, stating age, experience and salary (commencing salary of £1,000 p.a. envisaged to right man).—Apply Box 8212, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

PROBATE Clerk required by West End firm in expanding department. Excellent opportunity for ambitious young man. Knowledge of Company work an advantage. Salary commensurate with services offered.—Box 8213, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

BIRMINGHAM City centre.—Assistant Solicitor required. Conveyancing with some commercial work. Young man up to 30. Attractive salary. No Saturdays.—Box 8215, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

SOLICITOR required to develop and control legal department, as part of multiple company's organisation. Sound knowledge of County Court and Hire Purchase procedure essential, together with practical business ability. Minimum basis of remuneration £1,500 p.a. with considerable scope. Pension Scheme in operation.—Box 8216, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

SOLICITOR (under 40) required for busy country practice in Cornwall. Salary according to experience.—Box 8214, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

CONVEYANCING and Probate Assistant, admitted or unadmitted, required for expanding general practice in South Staffordshire. Knowledge of litigation an advantage. Salary £1,250 or according to experience. Good prospects.—Box 8217, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

WHETSTONE, N.20 firm requires Assistant Solicitor for conveyancing, probate and general work with good prospects, including partnership.—Box 8221, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

PETERBOROUGH solicitors require first-class unadmitted conveyancing and probate clerk. Excellent prospects. Salary by arrangement.—Write Box 8222, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

W.1 SOLICITORS require experienced Conveyancing Managing Clerk, able to handle a volume of work without supervision. Salary according to experience but in the region of £1,500—£1,600 would be paid to suitable applicant.—Write with details of experience to Box 8224, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

I.C.T

SOLICITOR

An experienced Solicitor is required to fill the post of Conveyancer in the Legal Department of this expanding Company. He will be responsible for all the conveyancing work in connection with the Company's factory and office premises throughout the country. Applications together with full particulars of career should be sent to the Manager, Personnel & Training Division, International Computers and Tabulators Ltd., 149 Park Lane, London, W.1.

RECENTLY qualified Solicitors required in South East Essex. Mainly Conveyancing but opportunity for wide experience in all departments. Generous salary and supervision if necessary.—Box 8225, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

CROYDON solicitors require admitted or unadmitted conveyancing assistant to work under principal. Own room and secretary. Good salary, which will be progressive for right applicant.—Write Box 8226, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

WEST SUSSEX.—Assistant Solicitor required to take charge of Litigation Department. Possibility of partnership later. Salary according to experience but not less than £1,250.—Box 8228, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

EAST MIDLANDS.—Assistant Solicitor required to open new Branch Office in busy developing town and to work under slight supervision with view to partnership. Excellent opportunity for ambitious young man. Commencing salary £1,000 p.a. Assistance with housing if required.—Write Box 8204, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

WEST COUNTRY.—Age approx. 23–33. Unadmitted Clerk for Branch office in pleasant West Country small town. Some experience in Probate or Conveyancing or Litigation. Solicitors' Clerks' Pension Fund. Salary commensurate.—Box 8229, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

SOLICITOR required by old-established and expanding Group of Property and Merchant Banking Companies to take charge of all legal work. Should have sound practical knowledge of conveyancing and be accustomed to act on own initiative. Progressive position with salary according to experience. Pleasant offices in St. James's area.—Box 8227, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

ELTHAM.—Young litigation clerk required as assistant and subsequent successor to litigation manager of large firm. Considerate employers. Congenial conditions of work.—Box 8171, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

HARROW Solicitors urgently require Managing Clerk or qualified Assistant. Mainly Conveyancing but some litigation experience essential. Please write stating full details of age, experience and salary required.—Box 8069, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

CITY Solicitors require admitted or unadmitted Conveyancing Clerk. Write stating full particulars.—Box C 331, c/o Walter Judd, Ltd., 47 Gresham Street, E.C.2.

READING Solicitors require (*a*) Young Assistant Solicitor. Some prospects of future partnership. (*b*) Conveyancing Clerk, (*c*) Litigation Clerk. (*d*) Articled Clerk. No premium. Salary. State experience and salary required.—Box 7970, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

LONDON Solicitors require experienced admitted or unadmitted Conveyancing and Probate Assistant to work largely without supervision in progressive practice. Salary according to experience.—Box 8188, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

WEST END Solicitors require Assistant Solicitor or Managing Clerk to handle substantial Company (including Public issues) and Tax matters. Applicants should have had at least five years' experience of this type of work, be of good appearance and personality and accustomed to responsibility. Salary £2,500 per annum or by arrangement.—Box 8194, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane E.C.4.

SOLICITORS in West End require (i) Conveyancing Managing Clerk able to deal with a large volume and variety of substantial work without supervision, and (ii) Conveyancing Clerk to work under immediate supervision of a partner. Salaries in range £1,400–£1,700 and £1,000–£1,250 respectively. Pension scheme and luncheon vouchers.—Box 8195, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

LITIGATION Managing Clerk wanted in Croydon office of City firm. Ideal working conditions. Friendly staff. Salary up to £1,250 or according to experience, and good prospects.—Box 8197, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

continued on p. xxv

★ Classified Advertisements ★

continued from p. xxiv

APPOINTMENTS VACANT—*continued*

YOUNG partner, preferably with capital and degree, is sought for expanding, lively, century-old general practice in Southern Kent. Principal still going strong, but fair chance for young entry to increase its share reasonably soon. Practice at present carries 4/5 solicitors. —Box 8175, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

BOOK-KEEPER.—Solicitors with substantial offices at Eltham, S.E.9, and Welling, require lady or gentleman to assist chief book-keeper. Training can be given.—Box 8196, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

APPOINTMENTS WANTED

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continued on p. xxvi

Classified Advertisements

continued from p. xxv

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SAMUEL SAMUELS, Deceased

Will any Solicitor holding Deeds or any information concerning Properties held by the above (for probate purposes) please communicate with Mrs. R. G. Cohen, 3 Borrowdale Road, Liverpool, 15, or Messrs. Silverbeck & Co., Solicitors, 61 Lord Street, Liverpool.

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SOLICITOR, widely experienced in Probate and Trust matters offers to prepare Executorship and Trust Accounts in modern form easily understandable by lay clients. Speedy Service.—Box 8220, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

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